SDMS US EPA REGION V -1

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No 0000002

142830

GM

General Motors Corporation
Legal Staff

Telephone
313-974-1963

February 9, 1990

EXPRESS MAIL

Ms. Nancy Justus
Superfund Program Management Branch, 5HSM-12
U.S. Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

Dear Ms. Justus:

Re: 104(e) Request
Outboard Marine Corporation Site
Waukegan, Illinois

Enclosed is General Motors response to your Request for Information received on January 9, 1990 pertaining to the above captioned site.

If you have any questions or need any additional information, please contact me at the phone number indicated above.

Very truly yours,

Linda L. Bentley
Legal Assistant

Enclosure

c: Harry A. Cameron (wo/Enc)
Don A. Schiemann (wo/Enc)

RECEIVED
FEB 13 1990
TECHNICAL SUPPORT
SECTION

New Center One Building 3031 West Grand Boulevard P.O. Box 33122 Detroit, Michigan 48232
Facsimile Transceiver: 313-974-1983

VERIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

COMES NOW GERALD J. GANNON who, after first being duly sworn, says that he is a duly designated and authorized agent of General Motors Corporation for the purpose of executing this response to the Information Request to General Motors Corporation under the Comprehensive Environmental Response, Compensation and Liability Act concerning Outboard Marine Corporation Site, Waukegan, IL, on its behalf, and that he has so executed it in accordance with applicable law and rules.

GERALD J. GANNON

Sworn to and subscribed
before me this 9th day
of February, 1990.

Notary Public

My commission expires on

[illegible] 7, 1992

Following is General Motors response to 104(e) Request for Information dated December 29, 1989, and received January 9, 1990.

1. David A. Hersh - Current employe
   Sr. Admin., Manufacturing Admin.
   Central Foundry Div.
   Divisional Offices
   77 W. Center St.
   Saginaw, MI 48605

   James C. Burns - Current employe
   Reginald Sobszynski - Current employee
   Environmental Engineering
   CPC Headquarters
   GM Technical Center
   Warren, MI 48090

   Matt P. Cullen - Current employe
   Gerald C. Bain - Current employe
   Argonaut Realty
   3044 West Grand Blvd.
   Detroit, MI 48202

   Tom Stites - Current employe
   Sr. Mftg. Engineer
   Saturn
   102 Osborne Drive
   Columbia, Tenn. 38401
   Formerly Supervisor Production
   Waukegan Coke Plant

   Jerry Calhoun - Retiree
   Former Chief of Environmental Section
   Chevrolet Division - Detroit
   Resides: Brighton, MI

   Dan Jacobson - Retiree
   Former Superintendent Manufacturing
   Waukegan Coke Plant
   Resides: 1419 26th Avenue West
   Bradenton, FL 34265

2. Please see attached documents including deeds, leases, easements, plot plans, photographs, appraisals, etc. Also, please note attached certifications indicating that no other relevant records pertaining to the Waukegan Coke Plant have been located.

3. None

4. (See Item 2)

5. a-f. (See Item 2)

6. a. Metalurgical Coke
   b. Bituminous coal - 10% Anthracite coal
   c. It is unknown what the SIC code was at the time this plant was in operation. At the present time, it is believed that the SIC code would be 3312.

      Generic Description of Manufacturing Process - Metalurgical coke is produced through the destructive distillation of coal. Basic process was to bake or heat hard coal (bituminous or 10% anthracite coal) to take out the impurities leaving the coke. Coke was then cooled by quenching with water.
   d. Waste produced was Tar and Gas. The tar was distilled, sold to Coppers & Co. and shipped to South Chicago. The gas was used as fuel in the power house.

7.(a-g) Please see attached plot plans for location of ponds from which quenching water was recycled for use in the cooling process. It is also General Motors belief that there may have been some tar sludge from the tar distillation vats buried in the area between the two ponds which would have been covered with sand and gravel.

8. Please see attached plot plans for location of coal storage area. Coal was the only raw material used.

9. Please see attached documents. Our records have been reviewed and those records which exist do not contain any technical or analytical data relating to soil, water, etc. in or about the site.

10. To the best of General Motors knowledge, information and belief at the present time, 19 years after General Motors sold this facility, there were no leaks, spills or releases of any kind into the environment occurring at or from the site during the time the site was under General Motors control.

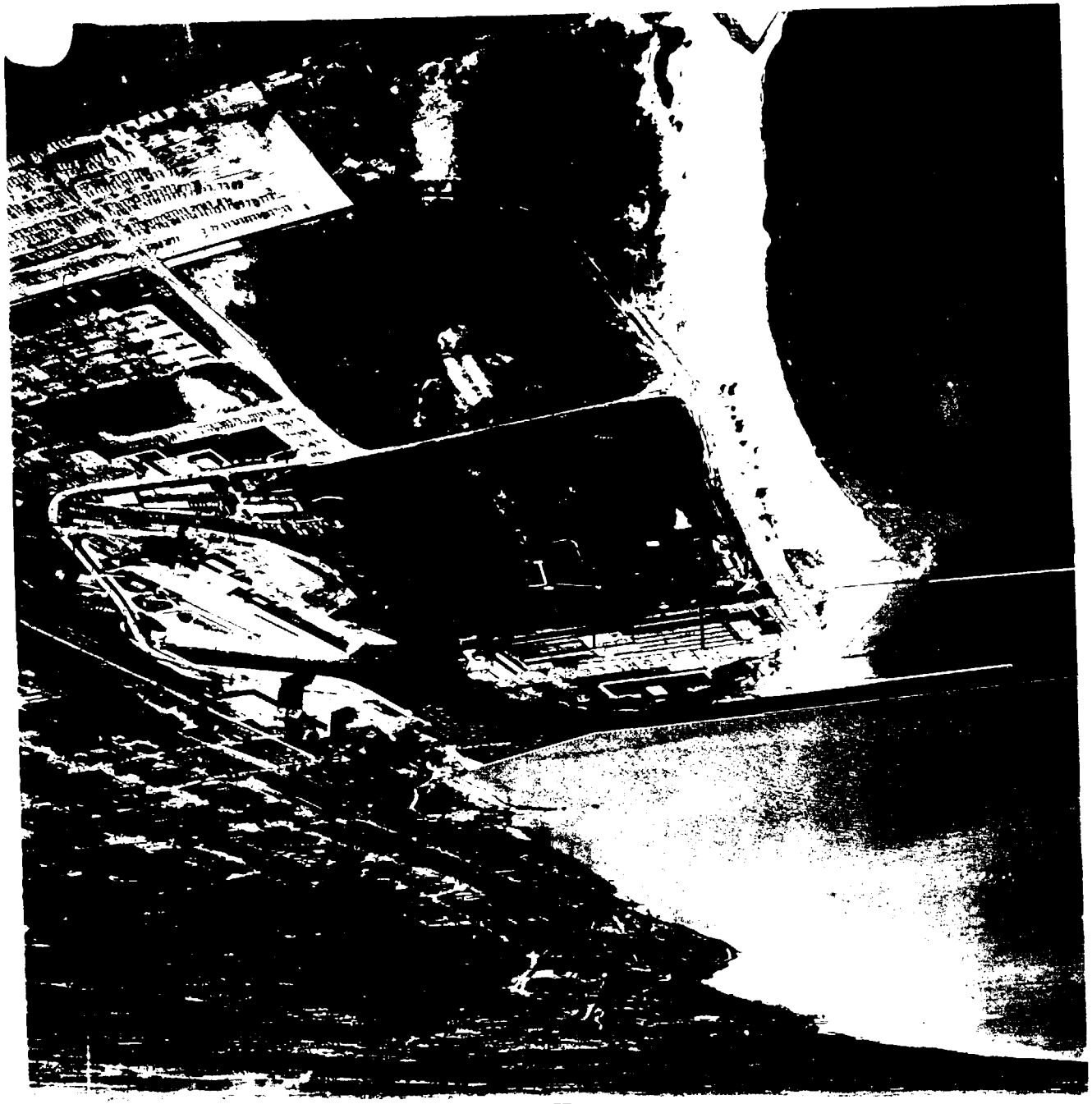
11. North Shore Gas Company - public utility which processed soft coal to extract Gas for resale.

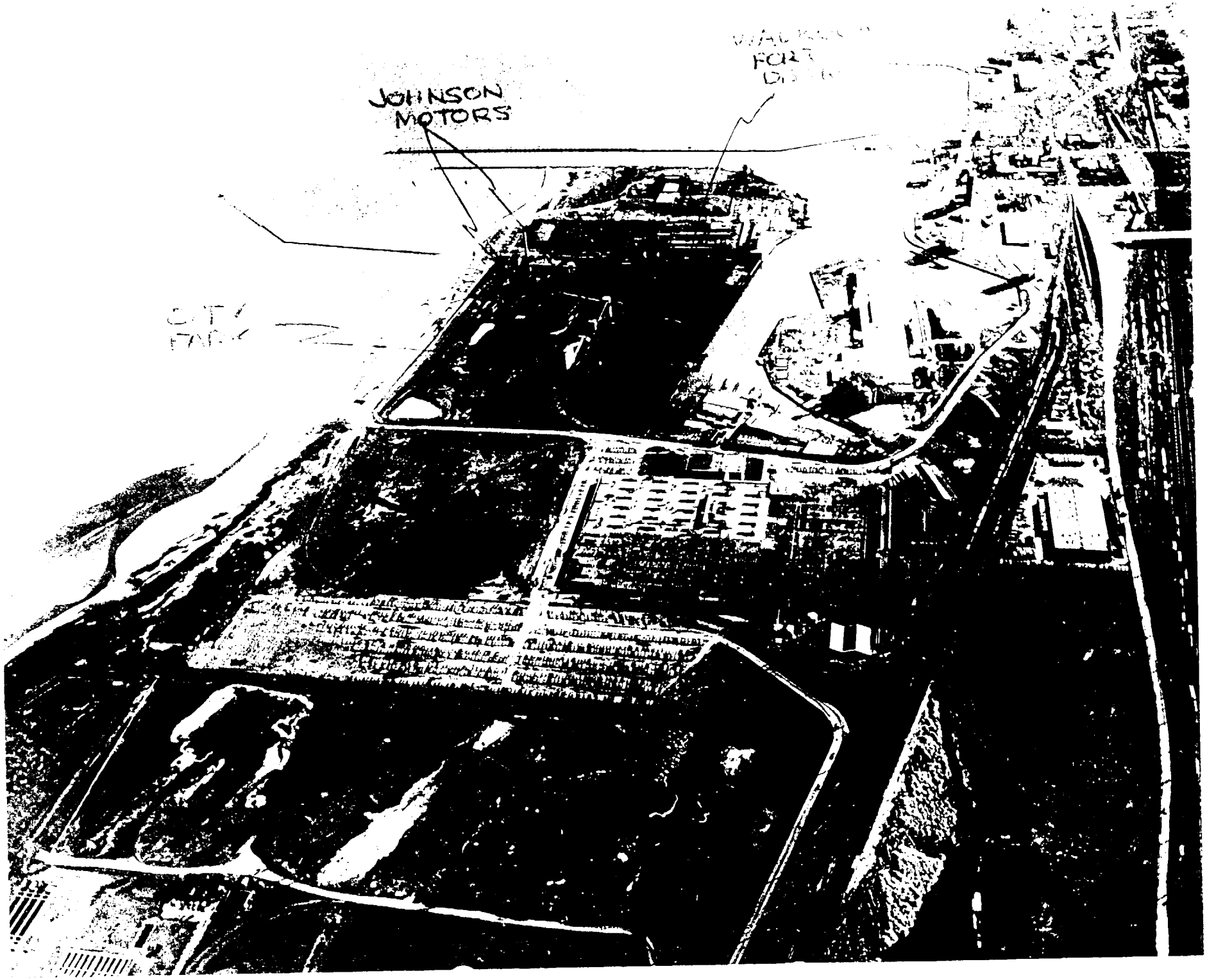
(a-d) General Motors does not have information available which would enable it to respond to these questions.

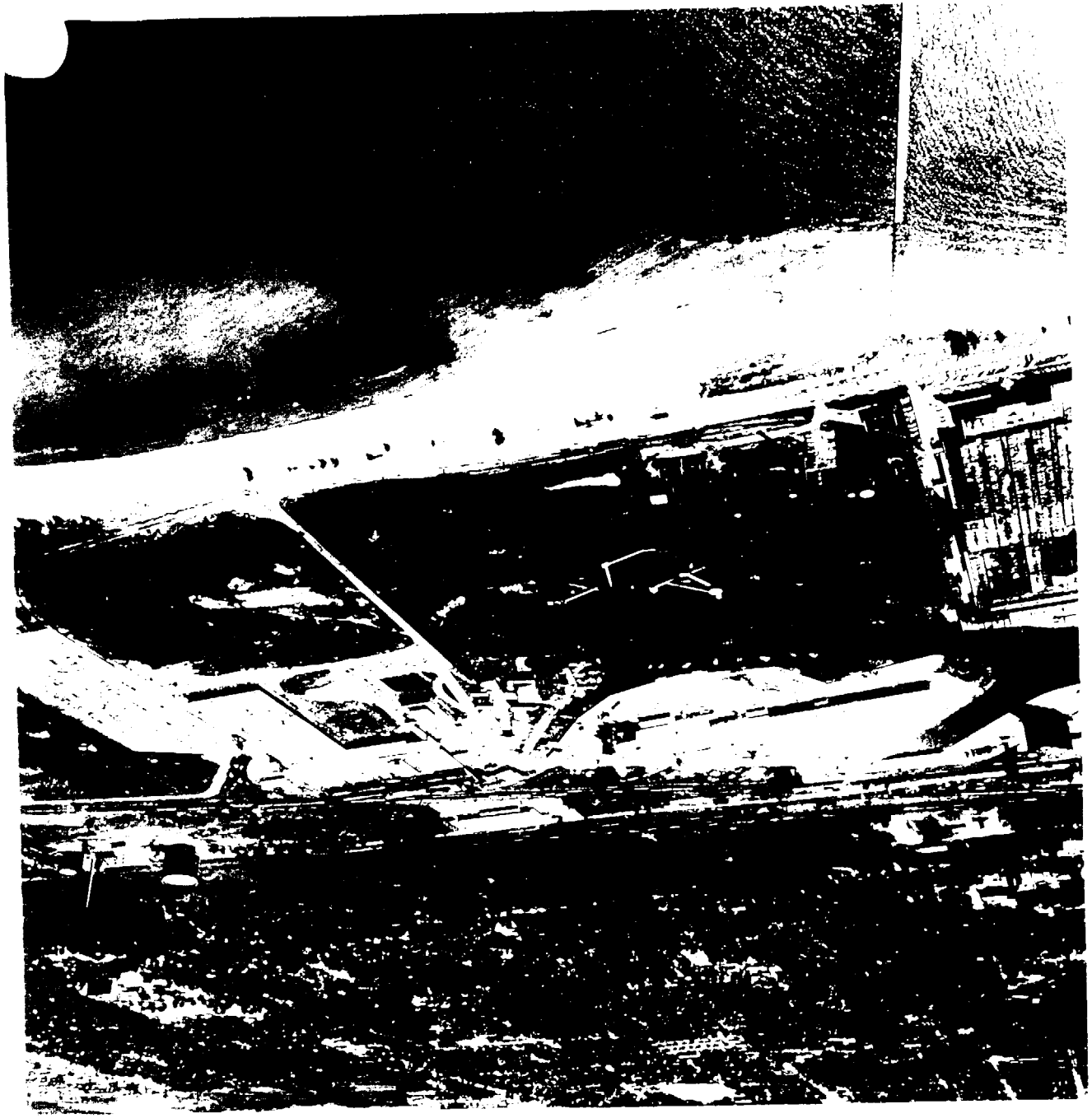
12. To the best of General Motors knowledge, information and belief, any Federal, State or local environmental permits which were required during the time period the coke plant was in operation were obtained. At the present time, 19 years after General Motors sold this facility, it is unknown what those permits would have been and a search of General Motors records indicates that no documents exist which would clarify.

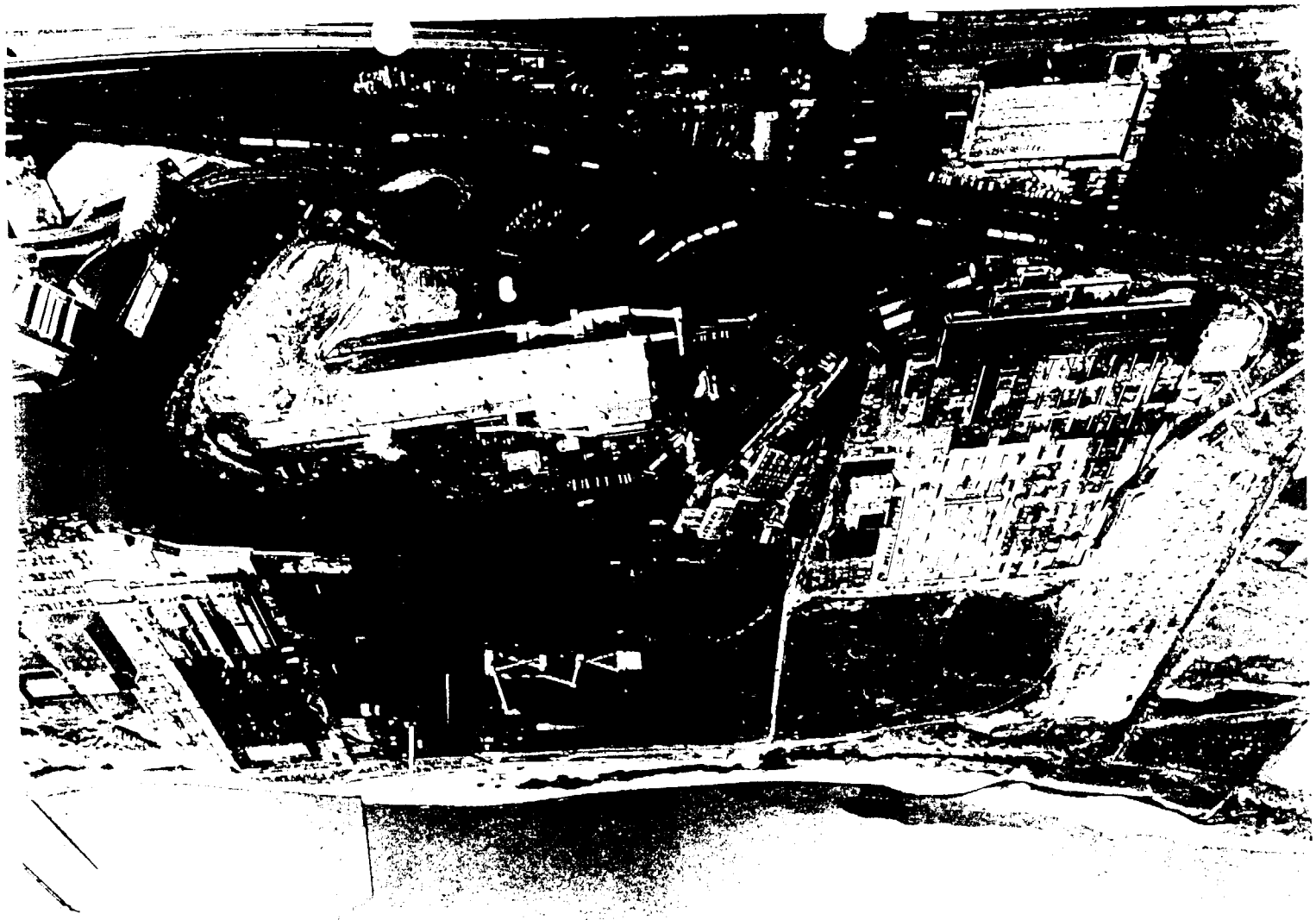
AERIAL PHOTOGRAPHS

PLOT PLANS




JOHNSON
MOTORS





C E R T I F I C A T I O N S

A N D

O T H E R M I S C E L L A N E O U S

D O C U M E N T S

CERTIFICATION STATEMENT

FORMER CHEVROLET COKE PLANT
WAUKEGAN, ILLINOIS

Date: February 5, 1990

To: H. E. Cameron
Environmental Activities Building
General Motors Technical Center
30400 Mound Road
Warren, MI 48090-9015

In response to your memo dated January 11, 1990 and received January 18, 1990, no records from the former Chevrolet Coke Plant in Waukegan, Illinois (closed by Chevrolet Division in 1971) could be found in a search of the engineering, purchasing, and accounting files at Central Foundry Division - Division Offices. A search of the personnel records revealed that the Chevrolet Coke Plant was a separate plant within Chevrolet Division.

On behalf of General Motors Corporation

Name David A. Hersh

Signature David A. Hersh

Title Sr. Admin., Manufacturing Administration

GMC Facility Name Central Foundry Div. - Div. Offices

CERTIFICATION STATEMENT

FORMER CHEVROLET COKE PLANT
WAUKEGAN, ILLINOIS

Date: 2/2/90

To: H. E. Cameron
Environmental Activities Building
General Motors Technical Center
30400 Mound Road
Warren, MI 48090-9015

In response to your memo of January 11, 1990, no records from the former Chevrolet Coke Plant in Waukegan, IL could be found in a search of shipping, purchasing, or plant engineering files.

On behalf of General Motors Corporation

Name: Leonard R. Hostetter

Signature: Leonard R. Hostetter

Title: Director, Operations Engineering Services Group

GMC Facility Name: CPC Headquarters

CHEVROLET MOTOR DIVISION

General Motors Corporation ☐ General Motors Building ☐ Detroit, Michigan 48202

Office of Public Relations Director

March 26, 1971

Editor
Waukegan News-Sun
Waukegan, Illinois 60086

Dear Sir:

Your editorial of March 9 on the subject of closing Chevrolet's coke-making operations in Waukegan appears to overlook or ignore a few facts which are important to a fair and balanced commentary.

The assertion that it has been "an obnoxious operation since the day it was **begun in 1947**" ignores the fact that the same facility was **operated as a public utility for nearly two decades before it was acquired by Chevrolet.**

During the years of our tenancy, we used new technology as it was developed and became available to us, the latest of which was a **new dust control system installed last year.**

Meanwhile, the community has derived substantial economic benefits from the plant's operations. Payrolls and local tax payments have amounted to more than $11-million during the past 23 years.

Your editorial also failed to mention that Chevrolet voluntarily donated three acres of prime lakefront property to the city in 1953 for public recreational use.

After more than two decades in the community, it would appear that Chevrolet deserves better treatment than the editorial offered.

Sincerely,

John L. Cutter

The News-Sun

1871 — FRANK H. JUST — 1953 Founder

1905 — F. WARD JUST — 1970 Publisher 1953-1970

Ward S. Just, Editor and Publisher
Richard F. Kennedy, Associate Publisher
Delbert Wright, Executive Editor
Bill Ramsey, Managing Editor
Curtis Quednau, Treasurer
Harry Spears, Business Manager

"The basis of our government being the opinion of the people, the very first object should be to keep that right; and were it left to me to decide whether we should have a government without newspapers, or newspapers without government, I should not hesitate a moment to prefer the latter."

—Thomas Jefferson

Opportunity knocks

INDUSTRY slackened its grip the other day on Waukegan's lakefront, opening welcome possibilities for change. It's now up to the community to respond to the opportunity.

The industrial letup came when the Chevrolet Motor Division of General Motors announced it was closing its coke-making operations in Waukegan and would sell the 39-acre lakefront site.

Waukegan should consider the abandoned plant site as 39 acres of opportunity, a chance to correct a historical flaw that has robbed the city of beauty.

The coke plant, the Chevrolet-Saginaw Grey Iron Foundry, is located west of Pershing Road, immediately north of Johnson Motors. It has been an obnoxious operation since the day it was begun in 1947. Its by-products of black smoke and foul-smelling fumes will not be missed. The 60 or so lost jobs are cause for concern but the company is easing personal hardships by working to relocate the employes.

It has been suggested the 39 acres could be developed as a park extension of the city's wonderful beach area. Another suggestion pictures the erection of high-rise apartments, possibly luxury homes.

It would be tragic if the land simply is converted to some other form of industry even though it might not be as dirty and smelly as the old coke plant.

The Park Board has indicated it lacks the money to buy the 39 acres where the abandoned plant now stands. The cost will no doubt be high. There is a possible alternative, though.

The Lake County Forest Preserve District has demonstrated how valuable land can be obtained for the public at little cost. The district's magic was produced by enticing public-spirited persons to give up their land in return for tax advantages that helped offset some of the cost to themselves.

Should efforts fail to promote a commercial venture worthy of the site, perhaps General Motors could be induced to forego the profit motive in disposing of the property.

No matter how it's done this is a time for Waukegan to do something. It is a time for public officials on all fronts to step forward and use both their influence and their know-how in restoring beauty to this prize lakefront site.

THERE IS not likely to be another such opportunity for a long time.

Disneyland is
— Rough Note
All the talk
who eat. — Ear

Quiet, clean, weightless

Chevrolet Motor Division
General Motors Building
Detroit 2, Michigan

WAUKEGAN MUNICIPAL BEACH

(8227)

Negotiations are reported to be proceeding favorably between Mayor Robert E. Coulson and the Chevrolet Motor Division, for dedication by Chevrolet of 1500 feet of the finest Lake Michigan frontage along the eastern line of the Chevrolet-Waukegan coke plant, to be added to the Waukegan Municipal Beach.

"The negotiations will not be brought to a decision until late this month," Mayor Coulson said, "but if the decision is favorable, the Chevrolet offer will more than triple the size of the municipal beach available to the public.

"The city, as its part in the negotiations, has offered to dedicate a public street that will provide permanent access to the beach and to the plant, "the Mayor added. "Up to this time, Chevrolet has been operating under a temporary access arrangement, via a private road, which the public also used in order to drive to the beach."

A Chevrolet statement concerning progress of the plan was issued by T. H. Keating, Chevrolet General Manager.

"Chevrolet entered into this negotiation with a wish to be a good neighbor in Waukegan as we try to be in every one of the cities where Chevrolet operates 28 manufacturing and assembly plants, including two Government plants operated wholly on defense work.

"Chevrolet has operated the Coke Plant here since July 14, 1947, when it was purchased from the North Shore Gas Company. We have been an industrial

neighbor in your community for less than five years, whereas we understand the hope to add the Lake frontage east of our plant to the Municipal Beach is an old one, dating back 20 years or more.

"The friendly offer from the city to provide a permanent street as a means of access to the beach and to the plant from Clayton Street, clarified our position, and we will recommend, when the subject comes up for decision, that Chevrolet deed to the city the entire beach frontage along our property, plus 80 feet each way on the northeast corner of the property which will make it possible to improve the traffic flow between the beach and the city, and eliminate a present rush-hour bottleneck."

OUTBOARD MARINE
Corporation
WAUKEGAN • ILLINOIS 60085 • CABLE ADDRESS • OMCORP

ADMINISTRATIVE
100 PERSHING ROAD TEL 689-6000

MARINE ENGINEERING
MARINE ENGINEERING - ENGINE SECTION
300 PERSHING ROAD TEL 689-6200

MARINE ENGINEERING
MARINE ENGINEERING - STERN DRIVE SECTION
2145 CENTRAL AVENUE TEL 244-1100

July 14, 1971

Mr. John E. Tobin, Administrator
Eastern Region
Argonaut Real Estate Department
General Motors Corporation
485 West Milwaukee Avenue
Detroit, Michigan 48202

Dear John:

We have now completed our **soil testing** and have obtained about six quotations of demolition on the existing structures of the Chevrolet Saginaw property in Waukegan. We also have an appraisal on the property and are prepared to make an offer on the whole property which consists of 36.37 acres.

The soil test, copy of which is attached for your study, does not indicate that the soil is most desirable for additional factory construction without adding suitable fill and sufficient compacting. The thickness of the **cinder fill** varies from two feet thick and extends to as much as six feet.

The quotations for **demolition** vary from a low verbal bid of $75,000 to a written bid of $465,000. The bidders were guided in their quotations by a set of instructions furnished by the North Shore Gas Company, previous owners. The two most realistic bids were $100,000 and $125,000. The lowest of these two was by Webb Enterprises, Inc. of Chicago, who had previously, in 1970, furnished a bid for demolition to Chevrolet of $85,000--the increase was explained as due to increased labor rates. Removal of the railroad tracks and connecting spur tracks on the property was not included and a written estimate shows this cost to be approximately $25,000.

-REAL ESTATE-

'6 JUL 71 1:17

I have approached the Waukegan Park District and the Waukegan Port District concerning their possible interest in some portions of the property. Due to the inability of the Port District to obtain a Leasee on the harbor area who would have some product which would not be objectionable to the community, in these days of environmental controls, and because of the depth of the harbor at the dock being only 16 to 17 feet limiting the type of vessel to lake-going craft, I believe we must discount the Port District's interest. In order to convert the whole harbor and that part of the slip west of your property to a deeper draft several millions of dollars would have to be spent in dredging and lengthening of the sheeting to accommodate vessels with deeper drafts. To date no other property owner in the harbor has interest in participating in this sort of a project.

The Park District on the other hand has definitely shown an interest for ten to twelve acres on the east to be converted into a public park in conjunction with the adjacent lake front beach.

After a thorough discussion with our factory and maintenance people we feel a figure of $150,000 is a fair price for demolition and removal of the railroad tracks and spurs. Based on this we hereby make an offer for the property in question of $850,000 if Outboard Marine Corporation is to do the demolition; or, $1,000,000 if Chevrolet is to do the demolition based on the same requirements that were furnished to the outside bidders.

As indicated to you before, regardless of who is successful in obtaining the main portion of this property, we most definitely wish to purchase the property which would square off our present property, including your office, and would like an additional squared off parcel of approximately 6.5 minus acres as shown on the attached drawing at an acreage price somewhat related to the sale of the remaining property. We mention this only as an alternative if you do not see fit to sell us the whole 36.37 acres.

I am sorry to have taken so long in submitting this proposal to you but I know you realize it takes time to get some of this work done that is important in our consideration of a bid. As soon as you have had a chance to bring this to the attention of your people I would appreciate some response so that if we are to take possession of the property we can get our real estate people together at an early date to draw up the final papers and allow the maintenance people to get the demolition under way.

I have enjoyed working with you very much personally on this matter and hope your company sees fit to come to an agreement with us.

Best regards.

Cordially yours,

J. L. Rayniak
Executive Vice President
mb

CONSTRUCTION QUALITY CONTROL
INSPECTION DESIGN

SOIL TESTING SERVICES, INC.
111 PFINGSTEN ROAD NORTHBROOK, ILLINOIS 60062

ADDRESS REPLY TO: P.O. BOX 266 NORTHBROOK, ILLINOIS 60062

JOHN P. GNAEDINGER, P.E.
CLYDE N BAKER, JR., P.E.
ROBERT G. LUKAS, P.E.
HAROLD C. HALL, P.E.
DIXON O'BRIEN, JR., P.E.
CLYDE L. McCOMB, P.E.

JOSEPH M. CASERO, P.E
JAMES A. CUNNINGHAM, P.E
SAFDAR A. GILL, P.E.
VERNON C. HOFFMAN, P.E.
RANDOLPH A. LONIER, P.E.
CHARLES W PFINGSTEN, P.E.
KEGHAM K. SHIRANIAN, P.E.
SARTAJ H. SIDDIQUI, P.E.
RODNEY M.K. WONG, P.E.

CONRAD R. DeLATOUR
JOSE I. FERNANDEZ
KENNETH H. KASTMAN
JOSEPH PILIPISZYN
JAMES W. SIMPSON

May 14, 1971

C.A. Metz Engineers
1 East Wacker Drive
Chicago, Illinois

STS Job No. 14597

Reference: Subsurface Investigation for the Proposed Industrial Development to be located adjacent to Pershing Road and Lake Michigan in Waukegan, Illinois

Gentlemen:

The subsurface investigation at the above named site has been completed. Twenty-five (25) soil borings were performed on a grid system throughout the area and results of these borings along with a location diagram will be submitted at a later date.

At the present time, the site is relatively level and was formerly used as a coke plant for the Chevrolet Division of General Motors. A cinder fill deposit was encountered at ground surface at all boring locations and this in turn was underlain by the natural fine to medium sand which was found to be in a medium dense to dense condition. The thickness of the cinder fill deposit is generally on the order of 4 feet but there are some areas where it is only 2 feet thick and others where it extends to 6 feet. Generally, the cinders are in a loose condition.

Water level readings were taken while drilling and 24 hours after completion of the boring operations. These readings indicate that the water table is situated at a depth of approximately 1.5 to 3.5 feet below ground surface. Due to the proximity of this site to Lake Michigan, it appears that this area was once a beach area and the cinder fill was placed so as to raise the grade to raise the entire area above the water table. Fluctuations in the position of the water table should be anticipated throughout the year with variations in precipition and the level of Lake Michigan.

Based upon the boring results, it is concluded that this site is suitable for the proposed industrial development. All the foundations should be extended through the cinder fill and situated upon the natural sandy soil deposit. Tentatively, it is recommended that the foundations be designed on the basis of a maximum net allowable soil bearing pressure ranging from 3000 to 4000 psf. A more definite bearing pressure recommendation will be made after all the

soil samples have been thoroughly examined.

Construction problems for a footing foundation will depend upon the position of the water table at the time at which construction occurs. At the present time, the level of Lake Michigan is at a high elevation and extending the excavations to the top of the sand will encounter water which will require pumping. If construction could be delayed until the level of the Lake drops, it is quite possible that the excavations could be made to the top of the sand without encountering the water table.

If the floor loads for the proposed structures are quite heavy and settlement cannot be tolerated, it is recommended that the existing cinder fill be removed and replaced with a more suitable backfill. The new backfill should be deposited in lifts not exceeding 9 inches in loose thickness and compacted to a minimum of 95% of ASTM D 1557-70 density. If the floor loads are not very heavy and if some settlement can be tolerated, it would be possible to construct the slabs directly upon the existing cinder fill. However, as a precautionary measure, it is recommended that the cinder fill be proofrolled with the heaviest equipment available. This proofrolling will tend to densify the cinder fill as well as to determine if any overly soft spots are present. Any soft pockets so encountered should be removed and replaced with a suitable compacted backfill.

The analyses and recommendations presented in this report should be considered to be preliminary because the borings were just recently completed. An inspection of the site will be made by the project engineer and all the samples obtained in the field will be examined more thoroughly in the laboratory. After this is completed a thorough engineering report will be prepared which will present more detailed information.

Sincerely yours,

SOIL TESTING SERVICES, INC.

Robert G. Lukas
Robert G. Lukas
Registered Professional Engineer - Illinois

Clyde N. Baker, Jr.
Clyde N. Baker, Jr.
Chief ENgineer

RGL/ta

CHEVROLET MOTOR DIVISION

General Motors Corporation

Central Offic
General Motors Buildin
Detroit, Michigan 4820

January 28, 1971

MR. T. A. MURPHY

Since 1948, Chevrolet has been producing foundry coke at Waukegan, Illinois. This coke is used by the Saginaw Metal Casting Plants and currently represents about 15% to 20% of their requirements. Presently, the coke ovens, powerhouse, and other facilities are in a deteriorated condition due to the age of the facility and a considerable expenditure is required to rebuild the facility if it is to continue in operation. However, since this expenditure is not economically justifiable, it is recommended that Chevrolet divest itself of this operation and purchase all required foundry coke from outside sources.

There follows a summary of data which supports this recommendation:

Background

The facility was purchased in 1948 for $46,000 and originally included 39 acres fronting on Lake Michigan. Since that time, approximately 3-1/2 acres have been sold. High grade coke used by Chevrolet - Saginaw Metal Casting Plants, is the primary product with by products such as gas, tar, and steam being utilized at Waukegan or sold to outside customers.

There are 31 coke ovens which originally had an annual capacity of 72,000 tons, but many of these ovens are no longer operative and capacity has been drastically reduced. The property has a current gross book value of $658,000 which is over-depreciated by approximately $75,000. It is estimated that the property has a market value of $1,250,000. The plant employs a total of 64 employes, with 51 hourly rated and 13 salaried. The annual payroll in 1970 was $780,000.

Until recently, the cost of coke produced at Waukegan was significantly lower than the market price; however, the ovens have deteriorated to the point that it is economically unsound to continue the operation at Waukegan. During the past year, the cost of coke produced at Waukegan has exceeded the market price and during the last quarter of 1970 was $27.50 per ton higher than comparable purchased coke. Along with the production cost increase, the quality of coke has also diminished.

Condition of Facility

The primary reason for this increased cost and poorer quality is the condition of the ovens at Waukegan. Of the 31 ovens, only 15 were operative on a daily basis when the model year began in September, 1970. Nine other ovens were operated either once a week or every other day, depending on the condition of the oven. The remaining seven ovens were inoperative. A decision was made at that time to attempt to repair 30 of the 31 ovens.

Condition of Facility (Continued)

It was estimated that $355,000 would be required for these repairs, but it was anticipated that the useful life of the plant could be expanded for another 3-5 years. After three months of repair work, there are still only 16 ovens operable on a daily basis, with six more available on a part time basis. Two additional ovens became inoperable during this period, bringing to nine the total ovens which could no longer be used.

It is estimated now that it will cost $527,000 to complete the planned repairs. Even if these repairs are successful, the estimated cost of coke delivered to Saginaw would be $57.69, or $3.51 per ton higher than the current outside purchase cost.

Possible Courses of Action

Other possible alternatives to continue the production of coke have been studied. These include:

1. Build new ovens at Waukegan utilizing the present powerhouse and handling facilities. This would cost an estimated $6.2 million and provide an annual capacity of 72,000 tons. The estimated cost of coke delivered to Saginaw would be $59.89 per ton. This would be $5.71 per ton higher than outside purchased coke.

2. Relocate the coke plant at Saginaw. It is estimated that it would require an expenditure of $18 million to obtain an annual capacity of 180,000 tons which is one half of the combined Chevrolet and Central Foundry-Saginaw annual requirements. The cost per ton of coke produced at this facility is estimated at $49.05. Although this is less than the current market price, the payback period for this investment would be about 20 years.

3. Sell the facility at Waukegan and purchase all of our coke requirements from outside sources. An informal study made by Chevrolet in conjunction with Argonaut Realty Division has placed the market value of the Waukegan property at $1,250,000.

Recommendation

It is not feasible to repair the present facilities at Waukegan due to the age and overall poor condition of the ovens, as well as the estimated high cost to produce coke. An independent inspection of the Waukegan facility by Koppers Company, Inc. recommended that major repairs not be made and that the ovens be "run to destruction." The high investment required and the continued high cost of production preclude building new ovens at the present Waukegan site. Also, the relocation of the operation to Saginaw does not appear advisable due to the high investment and long payback period. Therefore, it is recommended that Chevrolet discontinue the coke operation at Waukegan.

Recommendation (Continued)

The Chevrolet - Saginaw Metal Casting plants are the largest single user of foundry coke in the United States, consuming approximately 23,000 tons per month. The total foundry coke capacity available in the United States is 300,000 tons per month, with Chevrolet using about 7.5% of this capacity.

Local Chevrolet Saginaw management is confident that the additional requirements of 4,500 tons per month can be purchased outside when the Waukegan operation is discontinued. Electric induction and arc melting are gaining in popularity, thus reducing the demands for coke.

The discontinuance of coke production at Waukegan should not have any significant effect on the price of coke. While the average delivered price per ton has risen from $38.89 in 1968 to the current price of $54.18, the major cause of this increase has been higher coal prices and freight costs.

Other Considerations

Chevrolet currently is involved in two contracts at the Waukegan plant. One contract is with Outboard Marine Corporation covering the sale of steam and does not terminate until 1972. However, there is a clause in the contract that provides for termination if the supplier (Chevrolet) discontinues operations. Outboard Marine Corporation has indicated they do have an internal source to supply heat presently supplied by Chevrolet. The other contract is with U.S. Steel and assures delivery of low volatile coal used in the production of coke. Although this contract requires written notice of termination 12 months prior to termination (which, incidentally, can only be on December 31), it is expected that this contract can be terminated with no penalty to Chevrolet since low volatile coal is in short supply.

Outboard Marine Corporation has expressed an interest in acquiring the Waukegan property and local management expects an offer from a coke company when the availability of the property becomes known. Should the ultimate purchaser not choose to retain the current Chevrolet employes, they would be offered relocation and employment with Chevrolet in accordance with existing UAW contracts and General Motors salaried employe practices. It is estimated that the maximum amount of separation allowance and SUB payments which would be incurred if the employes did not relocate would be $250,000.

Phasing Out Production

As of December 31, 1970, there was approximately a seven month supply of high volatile coal on hand and about a year's supply of low volatile coal.

In view of this, production would be maintained until the high volatile coal is exhausted, or approximately July, 1971. Since good quality, low volatile coal is currently in short supply, Chevrolet could dispose of the remaining inventory at a minimum loss.

CHEVROLET

Conclusion

In summary, the Waukegan facility has deteriorated to the point that it is beyond economical repair. The cost of producing coke at Waukegan has more than doubled since September, 1969, and the quality of the coke has deteriorated. An adequate supply of coke is available to supply Chevrolet's requirements and the continuation of the Waukegan operation is no longer necessary to maintain foundry production. Outboard Marine Corporation is interested in purchasing the property and current inventories of coal should provide sufficient time for an orderly disposal of this facility.

In view of the above, approval is requested to dispose of this facility as soon as possible.

J. Z. DeLOREAN

JZD:mjf

APPRAISAL ANALYSES

1966 - 1968 - 1971

Informal Appraisal of
Land and Improvements of
Chevrolet Saginaw Foundry's
Coke Processing Plant at
Waukegan, Illinois

Prepared by: William A. Bake

ARGONAUT REALTY DIVISION

February 25, 1966

February 25, 1966

Subject: Informal Appraisal of Land and Improvements of Chevrolet Saginaw Foundry's Coke Processing Plant at Waukegan, Illinois

This site, together with certain improvements, was acquired in 1947 from an Illinois corporation known as North Shore Gas and Coke Company. Substantial improvements to the premises have been made in subsequent years by Chevrolet Division.

According to the records in Lake County and in the Recorder's Office in Waukegan, the present assessed valuation of land and improvements is $626,100.00. The Assessor does not carry a breakdown separating land valuation as compared with improvement valuation. The current tax rate is $4.176 per $100.00 of assessed valuation. The records referred to indicate the total land area at 39.24 acres.

Argonaut's investigation of assessed valuations for tax purposes versus fair market value appears to be about 50 per cent. Assuming this ratio to be reasonably accurate, the fair market value of land and improvements should be $1,252,000.00.

No inspection of the buildings or other improvements on the premises was made. Our instructions were to contact no one at the plant site and we were not to let the community know in any way that we were investigating and appraising the property. Our appraisal is, therefore, based on a "drive-by" type of examination.

In an effort to obtain some impression of unimproved land value in the particular area, we contacted two industrial brokerage firms. In Waukegan our contact was the H. D. Olson Company at 226 Washington Street. That office expressed the opinion that water front property, or property with access to the water, and zoned for heavy industrial use, was $13,000.00 to $15,000.00 per acre for tracts of something like 40 to 50 acres.

Our second contact was with the office of Stephen J. Nardi, Inc., Industrial Properties, at 221 North LaSalle Street, Chicago. That firm has for sale or lease a 48,000 square foot building of recent construction in the same area in which the Chevrolet coke plant is situated. This company estimated the fair market value of unimproved land in the particular area at $15,000.00 to $17,000.00 per acre.

If the representations of these local experts are accurate, we would estimate land value to be no less than $15,000.00 per acre. If we attach a fair market value of land and improvements at $1,252,000.00, we estimate half of this sum to represent the current value of land.

Our improvements on the premises are, of course, of a specialized nature, designed solely for the production of foundry coke.

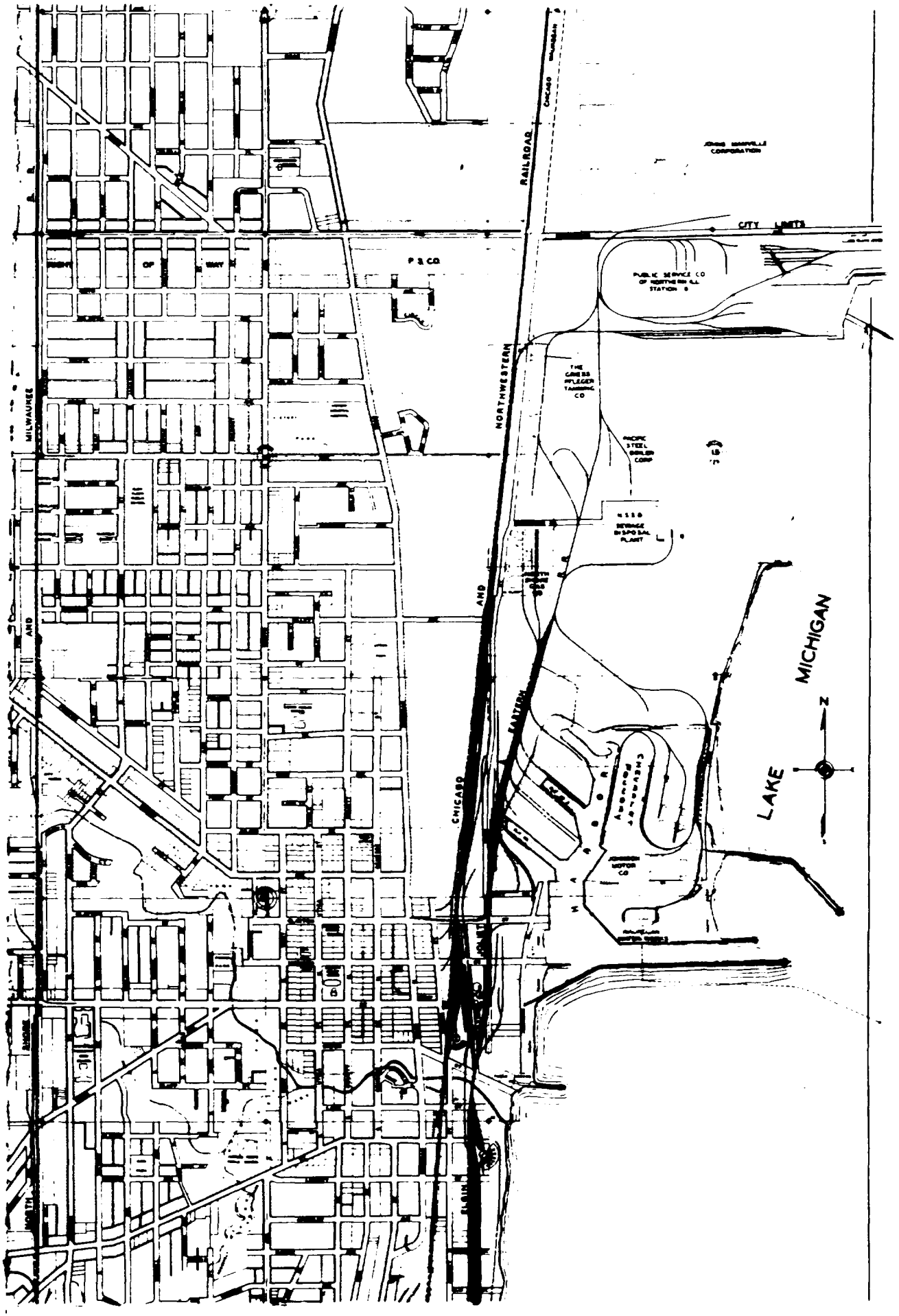
The properties to both the North and the South sides of the particular site are owned and operated by Johnson Motors, Inc., manufacturers of marine engines Except for separation of public roadway, the East side fronts on Lake Michigan. The West side fronts on the main channel of the United States Government Harbor affording access to Lake Michigan.

It would appear that Johnson Motors, Inc. would be more interested in the acquisition of this site than any other source by reason of the fact that they appear to have fully developed all property which they presently hold and may be seriously interested in expansion space.

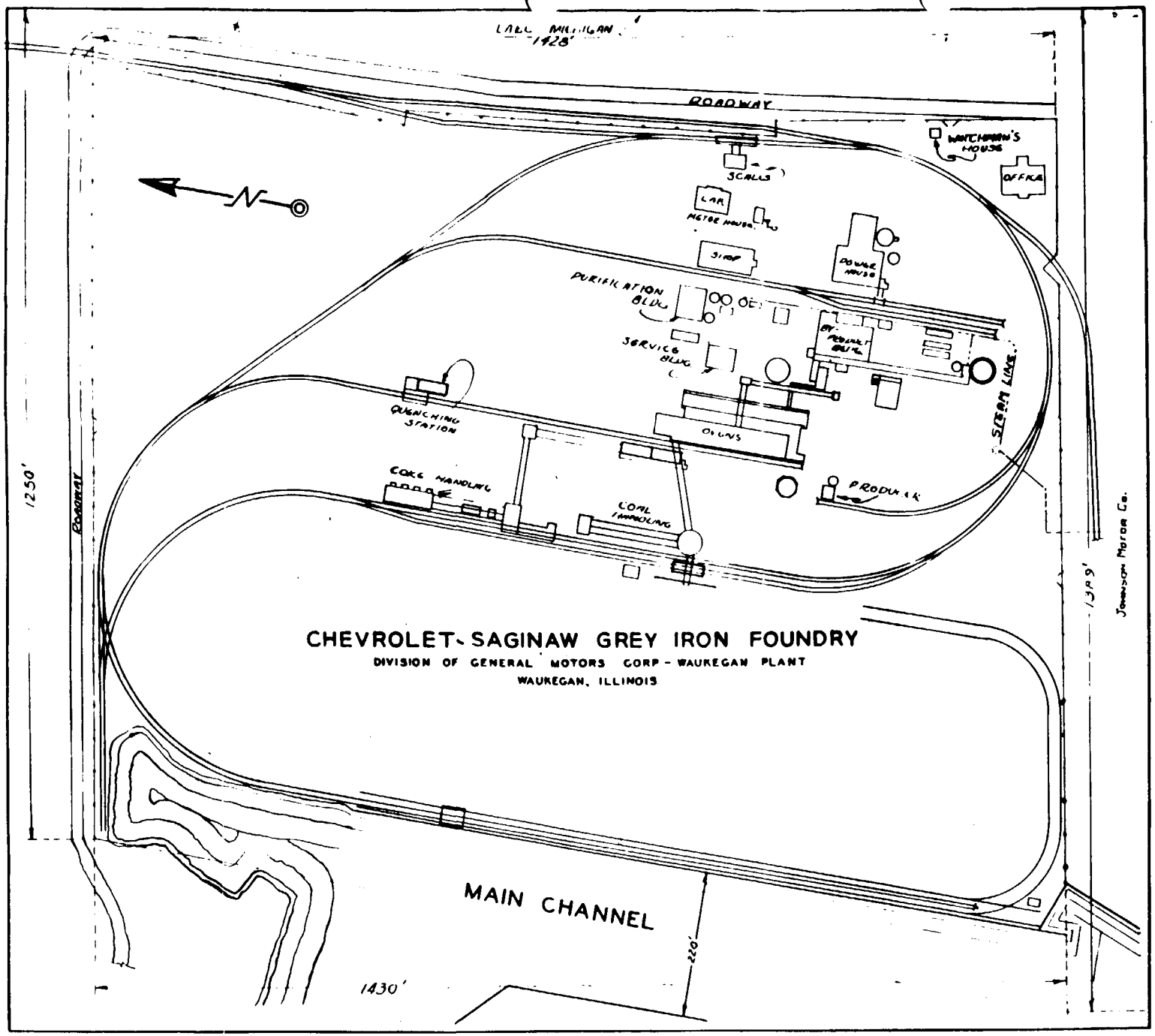
In the absence of a detailed inspection and appraisal of improvements on the particular site, our impression of the fair market value of land and improvements is

ONE MILLION TWO HUNDRED AND FIFTY-TWO THOUSAND DOLLARS

$1,252,000.00



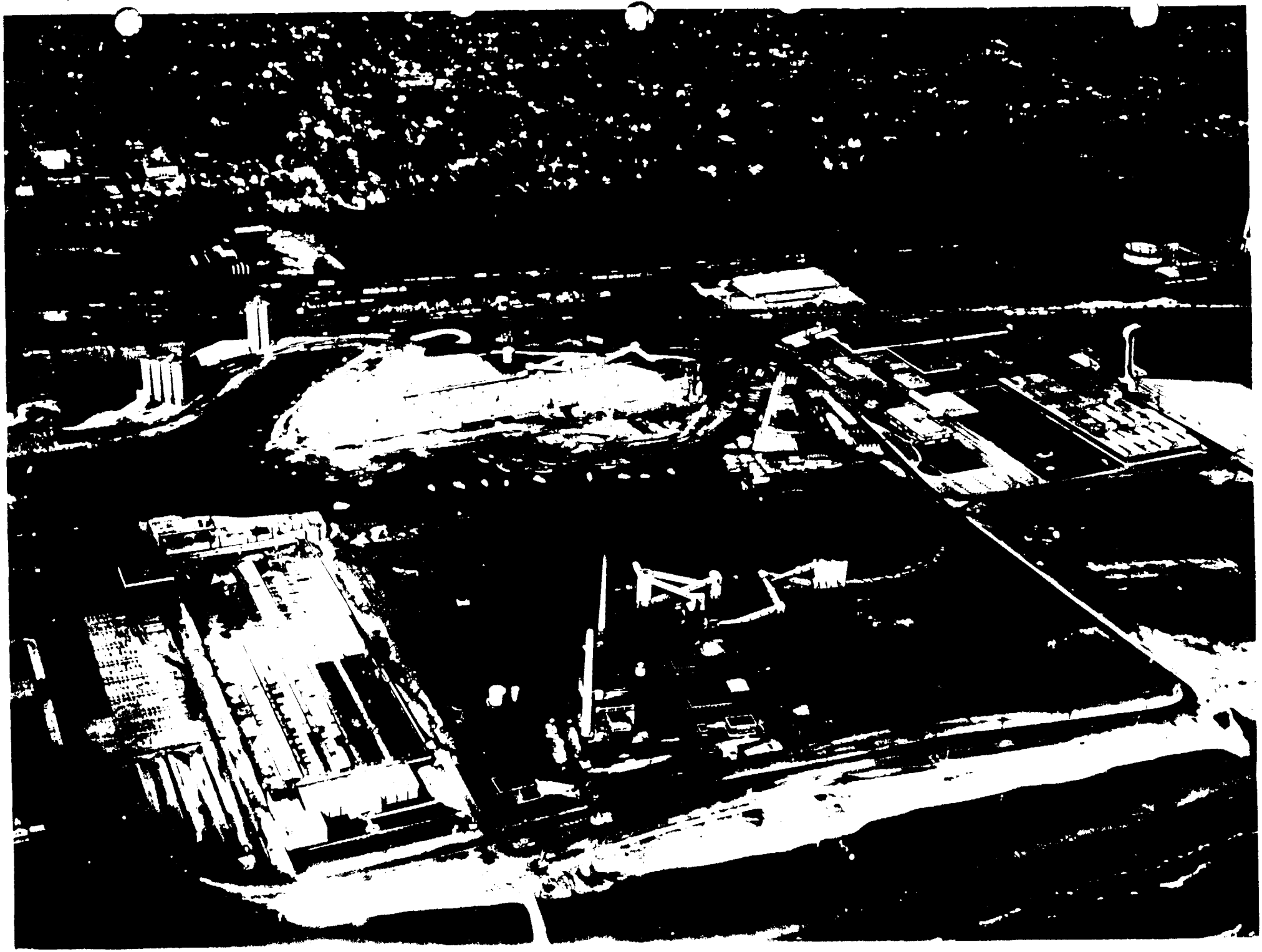
CITY LIMITS
P & CO
NORTHWESTERN
RAILROAD
CHICAGO
AND
EASTERN
MILWAUKEE
AND
LAKE
MICHIGAN
N



LAYOUT OF BUILDINGS ON PROPERTY OF WAUKEGAN PLANT

7-6-48

B-1834



ESTABLISHED 1894 AS WINSTON & CO

SCRIBNER & CO.

FIRST NATIONAL BANK BUILDING
CHICAGO, ILLINOIS 60603
CENTRAL 6-4204
AREA 312

September 25, 1968

Mr. Frank Nowak
Argonaut Realty Division
General Motors Corporation
Detroit, Michigan

Dear Mr. Nowak:

You have requested our opinion of the fair market value of a small tract of land being the south portion of your Chevrolet Coke plant in Waukegan, Illinois. Our report is as follows:

DESCRIPTION OF AREA: The City of Waukegan is located thirty-five miles north of Chicago. It is the largest industrial city along Lake Michigan between Chicago and the Wisconsin line. Its importance is due in some measure to its having a port of such size and capacity that ocean going vessels can be accommodated.

The land in question is located a block west of the shoreline of Lake Michigan. It consists of the south 2.89 acres of the Chevrolet Coke Manufacturing Plant. Adjoining it to the south is the plant of the Johnson Division of Outboard Marine Co. In the immediate area is another plant of the Outboard Marine Co., a plant of the National Gypsum Co., and its subsidiary Huron Portland

Cement Co. and a distributing plant of the Marquette Cement Manufacturing Co. The three latter companies are all located on the port of Waukegan and can be served by Great Lakes and ocean going vessels. Nearby is the Larsen Marine, a large storage and repair yard for private pleasure boats.

A mile north is a power generating station of the Commonwealth Edison Co. and a large plant of the Johns Manville Co. used for manufacturing asphalt roofing.

The main retail section of Waukegan is a half mile to the west of the subject land.

Waukegan is served by both the Chicago and North Western Railway and the Elgin, Joliet & Eastern, which is solely a freight hauling railroad. It provides direct service to the Chevrolet and the plants surrounding it.

Waukegan is principally a "blue collar" city. Its residents are largely employed in the local industries. It has excellent transportation to Chicago and the north shore suburbs via the Chicago and North Western Railway commuter service.

DESCRIPTION OF LAND: This is a long, narrow, slightly irregular parcel of land. (See Exhibit A)

No survey was available. According to a plat furnished us, the

approximate dimensions are as follows:

East line	100 feet
West line	150 feet
South line	1,050 feet
North line	1,025 feet

Approximate total area - 125,550 sq. ft. or 2.89 acres.

This site is level along its east boundary with the adjoining land owned by Chevrolet. Along the south line it is one to two feet above grade of the Johnson Motor plant. The west line of 150 ft. which fronts on the harbor is improved with a steel bulkhead in good condition. We are informed that the cost of installing such a bulkhead can vary from $200.00 to $400.00 a lineal foot. This frontage is too short to accommodate a freighter.

This land has been used for the storage of coal and coke and is covered with a layer of that material. According to your local plant manager, the site is not filled land.

The sewer and water facilities of Waukegan are either on the premises or nearby so they could be extended to this land with a minimum of expense.

We wish to point out that on no boundary of this land is there frontage on any public street or alley. The east line is approximately 140 ft. from Pershing Road which is the main thoroughfare serving this area. In other words, this is a locked in parcel of land.

Zoning: M-3 - General Manufacturing under present City of Waukegan Zoning Ordinance.

Highest and Best Use: The greatest value of the land, because of its small size, elongated shape, and no road frontage, would be to join it with surrounding land. A second best use would be for a pleasure craft storage and repair yard.

VALUATION: After some investigation only one recent sale of land of comparable size and located in the immediate vicinity was found. We also submit other pertinent data that is available.

(1) The North Shore Gas Company, now a subsidiary of Peoples Gas Light and Coke Company, owns 16.00 acres on Sand Street and Dahringer and the E. J. & E. Railroad, a half-mile north of the subject land. It has no frontage on the harbor. This tract is offered at $25,000.00 per acre with indications offers would be considered. It has been on the market for at least a year. It is served by utilities and rail. Adjoining it is a seven or eight acre tract owned by the E. J. & E. Railroad who say their asking price would likewise be $25,000.00 per acre.

(2) In 1954 and 1955 Abbott Laboratories acquired 88 to 90 acres from the E. J. & E. Railroad by means of an exchange

contract. Subsequently 35 to 40 acres of this holding were sold to Johnson Motors. The latter was an "accommodation sale". Both transactions do not properly reflect market value and, therefore, are of no significance. This information is set forth to indicate that the transactionswere investigated. The details of the sales were received from an officer of Abbott Laboratories, Inc.

(3) The Waukegan-Gurnee Industrial Park located five miles to the northwest, is a complete industrial park offering land with sewer, water, completed roads and on some tracts rail service from the Chicago and North Western Railway. It has no harbor frontage. At the opening of the industrial park seven or eight years ago, land was offered at $10,000.00 per acre, which has been increased at various times to its present price of $17,500.00 per acre. Several industries have located there, including Hoerner Box and Anchor Hocking. The A. L. Hansen Manufacturing Co., formerly of Chicago, purchased 14 acres in 1967 and according to a July, 1968 report purchased an additional 22 acres at $17,500.00 per acre.

(4) Scribner & Co. are exclusive agents for 49.35 acres located at Route 176 and Skokie Highway in Lake Bluff five miles south of the subject property. This land is zoned for light industry and served by sewer, but a water line must be brought in

from the east. There is no rail. Zoning restrictions are somewhat severe and limit the marketability of the property. We are now drawing a sales contract at $10,000.00 per acre, subject to a zoning change.

(5) A representative of an industry serving Waukegan and other locations, reasonably well acquainted with real estate values, is of the opinion that land with harbor frontage in Waukegan is worth $1.00 to $1.25 per sq. ft. and land without harbor frontage has a value of $.50 to $.75 per sq. ft. This pertains to land in the vicinity of that being appraised and assume that the site is of usable size.

(6) The most significant sale of land in the immediate vicinity is the four acre tract located between Washington Street, if extended, and Madison Street with frontage on the harbor, purchased four months ago from E. A. Meyer by the Midland Chemical Division of the Dexter Corp. This tract is approximately one-half mile southwest of the subject site. According to Mr. M. V. Roberts of the Dexter Corporation, the land was purchased for somewhere between $33,000.00 and $34,500.00 per acre. This site has street frontage, is rectangular in shape, and has frontage on the harbor. In our opinion, it is a superior site to the subject by approximately 20%.

FINAL OPINION OF VALUE

In our opinion, the present fair cash market value of the land described in this report of approximately 2.89 acres, assuming good title, free and clear of all encumbrances, including taxes, is SIXTY-FIVE CENTS ($.65) per square foot, the exact area to be determined by a survey.

Respectfully submitted,

SCRIBNER & CO.

By R. G. Ohlson

RGO:dd

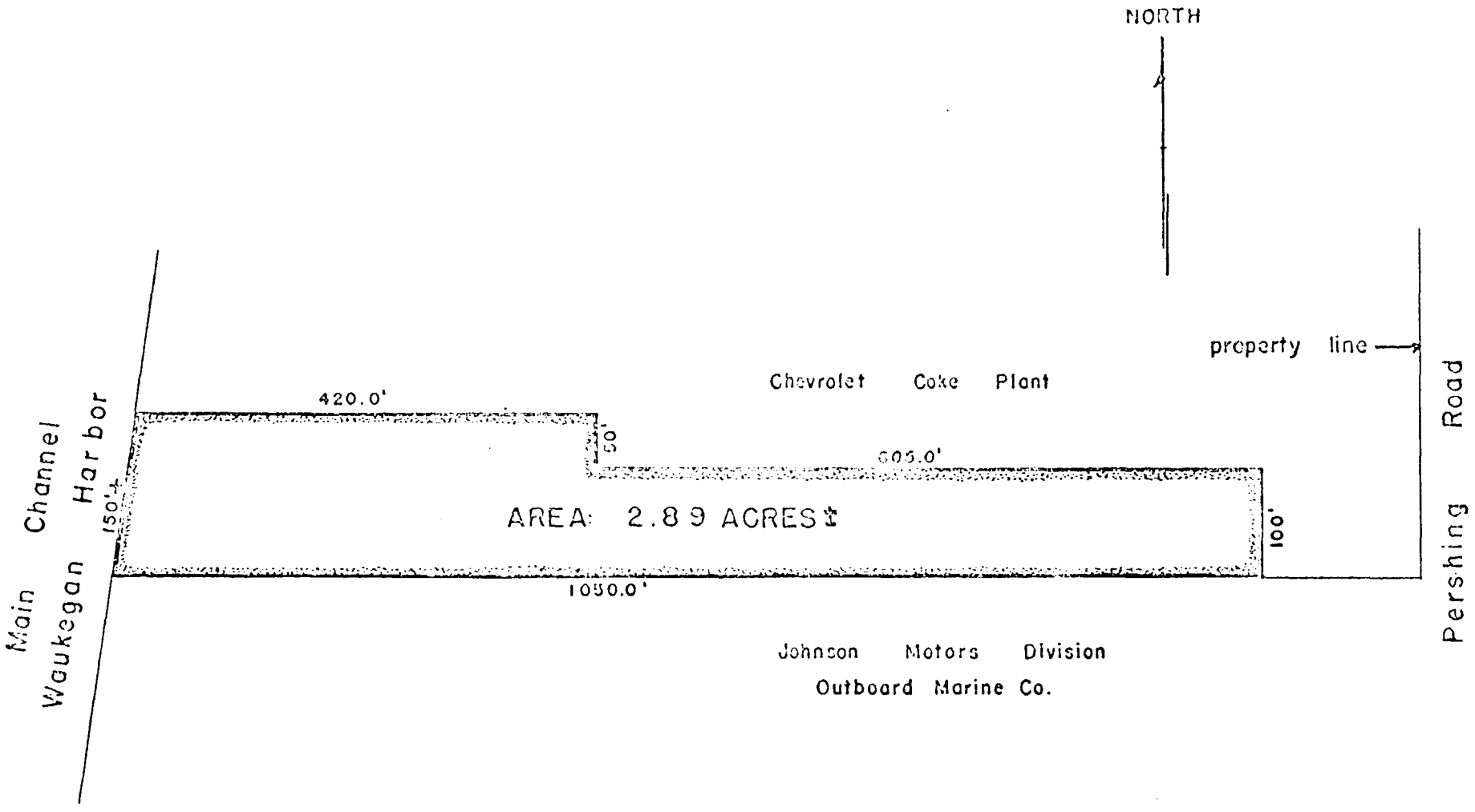
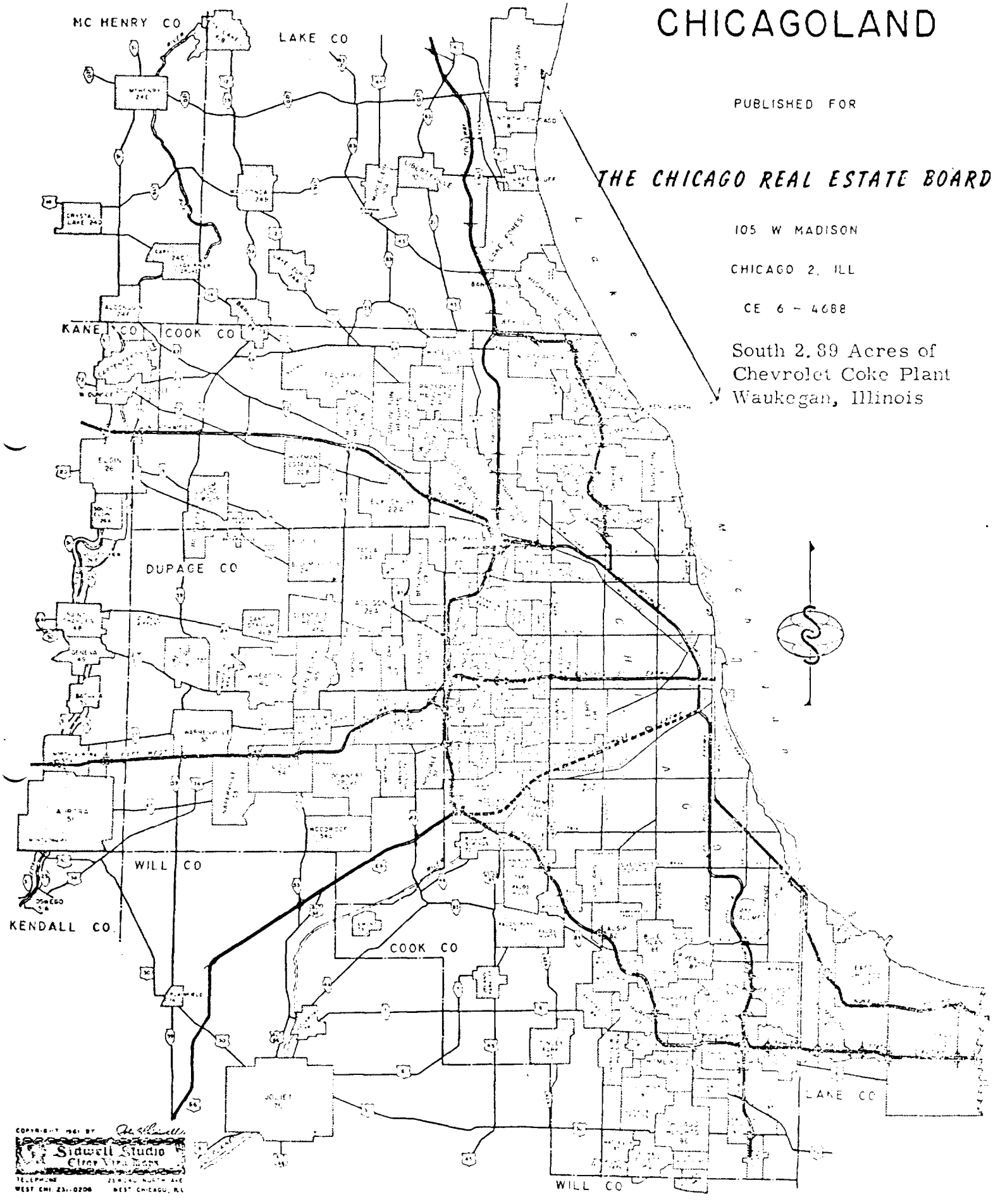

NORTH
property line
Chevrolet Coke Plant
420.0'
50'
605.0'
AREA: 2.89 ACRES±
100'
1050.0'
150'±
Main Waukegan Harbor Channel
Johnson Motors Division
Outboard Marine Co.
Pershing Road

EXHIBIT "A"


CHICAGOLAND
PUBLISHED FOR
THE CHICAGO REAL ESTATE BOARD
105 W MADISON
CHICAGO 2, ILL
CE 6 - 4688
South 2.89 Acres of
Chevrolet Coke Plant
Waukegan, Illinois
MC HENRY CO
LAKE CO
KANE CO
COOK CO
DUPAGE CO
WILL CO
KENDALL CO
COOK CO
LAKE CO
WILL CO
Sidwell Studio

QUALIFICATIONS OF R. G. OHLSON
AS AN APPRAISER OF REAL ESTATE

B.B.A. - University of Minnesota.

Graduate work at Northwestern University and Loyola University, Chicago, Illinois.

Completed Courses 1 and 2 given by the American Institute of Real Estate Appraisers.

A Certified Property Manager - member Institute of Real Estate Management.

Engaged in the management, sale and appraising of real estate in Chicago and suburbs since 1932.

In the employ of Scribner & Co., formerly Winston & Co., since 1932.

For several years was assistant to the Chief Appraiser of the Mutual Life Insurance Company for the Chicago area.

Has done appraisal work and testified in court on valuations made for the Chicago Board of Education and Board of Junior Colleges, District 508.

Member of the Chicago Real Estate Board.

Member of the American Institute of Real Estate Appraisers.

Appraised properties for the Secretary of State, State of Illinois, both in Chicago and in other states.

Active member of Society of Industrial Realtors.

Has appraised property for law firms, estates, banks, corporations and Chicago Transit Authority.

Acted as broker in the sale and lease of numerous industrial properties in Chicago and surrounding areas.

Acquired sites for Abbott Laboratories, G. D. Searle & Co., Montgomery Ward & Co., Western Electric Co., American Can Co., and others.

Real Estate Research Corporation

72 WEST ADAMS STREET · CHICAGO 60603 · PHONE: 312-346-5885 · CABLE: RERCO

May 11, 1971

Argonaut Realty Division
General Motors Corporation
485 West Milwaukee Avenue
Detroit, Michigan 48202

Attention: Mr. Charles J. Kehoe
Real Estate Negotiator

Gentlemen:

In compliance with your request, we have inspected and appraised the property commonly known as the Chevrolet Coke Plant, Pershing Road and Lake Michigan, Waukegan, Illinois. The property to be appraised consists of a complex of industrial improvements located on a 36.37-acre site. The property to be appraised is physically and legally described in the main body of this report.

VALUATION ESTIMATE

In view of the facts and factors mentioned herein and of the analyses of data which have been considered in connection with this appraisal, it is the opinion of the undersigned that the fair cash market value of the property herein described, as of April 7, 1971, is:

SEVEN HUNDRED SIXTY THOUSAND DOLLARS - ($760,000)

CERTIFICATION

We, the undersigned, hereby certify that neither Real Estate Research Corporation, nor any officer thereof has any present or prospective interest in the property appraised; that our employment is not contingent in any way upon the amount of value reported; that we have personally inspected the property and its environment; that the statements made and the information contained in this report are true to the best of our knowledge and belief; and that this appraisal has been made in accordance with the American Institute of Real Estate Appraisers Rules of Professional Ethics.

Respectfully submitted,

REAL ESTATE RESEARCH CORPORATION

James J. Schroeder, M.A.I.
Assistant Vice President

James O. Hamilton
Appraiser

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ILLUSTRATIONS

Location Map, Waukegan, Illinois	1A
Chevrolet Coke Plant, Division of General Motors Corp., Waukegan, Plant	5A
View of Subject Property	9A and 10A

I. NATURE OF THE ASSIGNMENT

Our assignment is to estimate the current fair cash market value of the fee simple title to the property described in this report and commonly known as the Chevrolet Coke Plant, located at Pershing Road and Lake Michigan, Waukegan, Illinois.

Fair cash market value is defined by us as:

> The highest price estimated in current terms of money which the property would bring if exposed for sale in the open market by a seller who is willing but not compelled to sell, allowing a reasonable time to find a buyer who is willing but not compelled to buy, both parties having full knowledge of all the uses to which the property is adapted and for which it is capable of being used.

This appraisal is made as of the time of our inspection, April 7, 1971.

II. LEGAL DESCRIPTION

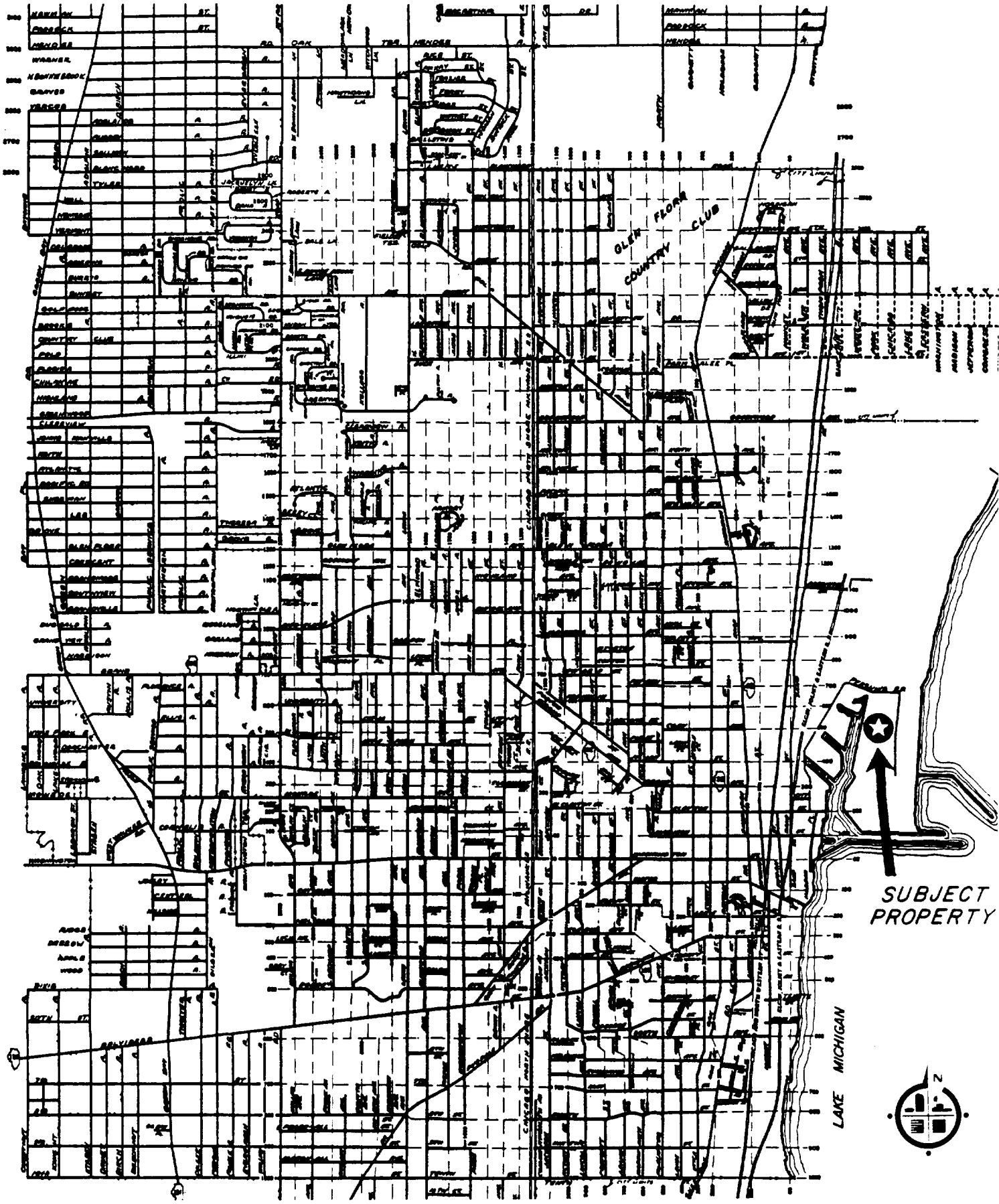
The following legal description has been furnished us by our client, but is in fact not a full legal description that can be used in any conveyance or other legal document. It should be verified by legal counsel before it is so used.

> That tract of land located in the northwest quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, bounded on the north by Pershing Road, on the east by Lake Michigan, on the south by the lands of The Johnson Motor Division of the Outboard Marine Company, and on the west to the center line harbor operated by the Waukegan Port District, containing approximately 39.37 acres, excepting therefrom a certain tract of land of approximately three (3) acres dedicated to the City of Waukegan, being that portion of the property from the western edge of Pershing Road eastward to the shore of Lake Michigan, which shall revert to the owners of the subject property if not utilized for beach purposes, for a net area of 36.37 acres, all in the City of Waukegan, Waukegan Township, Lake County, Illinois

Our understanding of the property under appraisement is best illustrated by the plot plan which is included in a subsequent section of this report.

LOCATION MAP

WAUKEGAN, ILLINOIS



REAL ESTATE RESEARCH CORPORATION

III. DESCRIPTION OF THE AREA

The subject property is located on the extreme east side of Waukegan, Lake County, Illinois just off the shoreline of Lake Michigan. It is approximately 40 miles north of downtown Chicago. The Chicago SMSA covers more than 3,700 square miles of land adjoining the southwest shore of Lake Michigan. The metropolitan area includes the six Illinois counties of Cook, Du Page, Kane, Lake, McHenry and Will. In addition, the Gary-Hammond-East Chicago SMSA, comprised of Lake and Porter counties in Indiana, joins the Illinois counties to form the Chicago-Northwestern Indiana Standard Consolidated Area (SCA). These eight counties form an interlinking economic structure due largely to the sustentative industrial trades and service activities of the city of Chicago and surrounding counties.

Metropolitan Chicago is a transportation, manufacturing, financial, service, cultural, communications, and wholesale and retail trade center. The metropolitan area encompasses some 7.8 million people, with a total work force of 3.6 million -- the second largest of all metropolitan areas. While the area ranks first in the nation in certain manufacturing categories such as steel production, it enjoys the benefits of diversification, with no single industry being dominant. The seven leading industries are primary metals, food and allied products, nonelectrical and electrical machinery, fabricated metal products, printing, publishing, and chemicals and allied products. Because of this vast economic diversification, the Chicago area tends to be less subject to the seasonal and cyclical peaks and valleys as in so-called one-industry cities. Also, the area offers one of the most diversified pools of different types and levels of skilled and semi-skilled workers in the nation.

Of the 3.6 million persons employed, approximately 960,000 are in industry; 560,000 in trade; 420,000 in services; 160,000 in finance, insurance and real estate; and the balance in a variety of other occupations.

Total personal income in the Chicago Metropolitan Area averages about $10,500 per household, which is about 27 percent greater than the national average. The per capita personal income is $3,180, which is roughly 30 percent above the national average. The average weekly earnings of persons employed in manufacturing is $147. This is 50th in ranking among the 170 leading metropolitan areas.

Since World War II, industrial growth within the metropolitan area of Chicago has steadily expanded outward toward the suburbs. The areas of major impact are those located along the main routes of transportation, such as the tollways and railroads, with the heaviest concentration being in the O'Hare Field vicinity.

Until recently the Lake County area had not experienced growth in similar proportions. There are, however, signs that this is about to change. Lake County is now the third largest county in Illinois in terms of population, with a 1970 count of 382,638 persons. This is an increase of 30.3 percent over the 1960 population. In the past few years, several important national firms have decided to locate major plants in the county and have acquired land, with some of the firms starting construction already. Among them are Ozite Corporation, The American Hospital Supply Corporation, William Wrigley Jr. Company, Kemper Insurance, Baxter Laboratories Incorporated, Brunswick Corporation, and IMC Corporation.

There are numerous reasons underlying Lake County's future potential. The availability of reasonably priced choice land is one of the major attractions. Another factor is location. Lake County is located midway between the expanding urban areas of Chicago and Milwaukee, Wisconsin and contains within its limits all the direct means of transportation between the two cities. Among these are the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; the Chicago and North Western Railway; the Tri-State Tollway, U.S. 41 and 45, and Illinois 43. Other railroad service is provided by the Soo Line and the Elgin, Joliet and Eastern Railway Company. Lake County also offers an excellent availability of skilled labor, plus professional and scientific personnel.

To date most of the development activity has been concentrated in the eastern one-third of the county -- roughly from the village of Libertyville east to the shore of Lake Michigan, an area that includes Waukegan. The reason for this, undoubtedly, is that the main transportation routes plus the choice residential areas are located in this area.

Waukegan, the County Seat of Lake County, has a 1970 population of 65,269 which represents an increase of 17.1 percent over the 1960 population. Built on a 50-foot bluff overlooking the lake, the city is the commercial and industrial hub of Lake County with its large downtown area, an extensive industrial area, and a variety of neighborhoods composed of both single-family and multiple-family housing.

Most of the 560 retail outlets in Waukegan are located in the downtown area. Shopping facilities for outlying neighborhoods are provided by the Waukegan Shopping Plaza, the Grand Avenue Shopping Center, the Belvidere Mall, and the Lakehurst Shopping Center.

Waukegan is primarily a manufacturing community. In fact, the Waukegan-North Chicago-Gurnee area is highly industrialized; more than 125 manufacturing firms have facilities there. This number is continually expanding as the Gurnee Industrial Park to the west becomes more and more developed. Along the lake-front near the subject property the major well-known firms include Abbott Laboratories, Outboard Marine Corporation, Johns-Manville Products Corporation, U.S. Steel Corporation, and National Gypsum.

In addition, Waukegan is the only city in Illinois, outside of Chicago, with industrial harbor facilities on Lake Michigan. The harbor basin, on which the subject property is located, contains 14 acres and a 200- to 400-foot channel controlled to a depth of between 16 and 19 feet. The entry channel, however, is only 200 feet wide and its depth of 19 feet is not considered sufficient to serve deep draft ocean vessels; the harbor is limited to inland waterway traffic only.

In support of the broad industrial base, Waukegan is provided with extensive transportation facilities. Three railroads -- the Elgin, Joliet and Eastern Railway Company; the Chicago and North Western Railway; and the Chicago, Milwaukee, St. Paul and Pacific Railroad -- provide frequent passenger and freight service and interconnect with all trunk line railroads entering the Chicago area. The Waukegan Memorial Airport, operated by the Waukegan Port District, accommodates aircraft as large as 40-passenger Convairs, and traffic there averages 3,000 takeoffs and landings per month.

The area is served by a network of interconnecting highways. Illinois 42 is a direct automobile route to all lakeshore towns between Chicago and Milwaukee. U.S. 41, a four-lane highway, connects all expressways and tollways between Chicago and Milwaukee; Illinois Highways 132 and 120, provide east-west transportation to and from Waukegan; and the Tri-State Tollway, two miles west of Waukegan, provides a high-speed access to or bypass of Chicago to Indiana, and connects with all other tollroads.

Waukegan offers its residents a variety of types of housing. Most single-family homes are of modest frame construction. Older homes, in excellent condition and surroundings, can be found near Lake Michigan along tree-lined Illinois 42 on the north side of the city. Homes range in price from about $16,000 to $120,000, with new home starting at about $28,000. Townhouses and large apartment buildings account for approximately 9,000 rental units.

We believe that east Lake County, including Waukegan, will continue to benefit from its strong industrial base and will continue to experience increases in population and real estate values.

IV. DESCRIPTION OF THE SITE

The subject property is an irregular but more or less rectangular parcel situated on the main channel of the Waukegan Harbor between the Lake Michigan shoreline and the downtown area of Waukegan, Illinois. It has the frontage on the channel of approximately 1,100 feet and a total area of 36.37 acres.

The site topography is level with a surface of packed earth. The westerly one-third of the site has been used for coal and coke storage; this area now has a surface of packed coal dust.

The channel is maintained at a depth of 16 feet in front of the subject property and at a depth of 19 feet south of the subject. Channel width is 220 feet in front of the site and widens to 400 feet as it proceeds south.

The docking area consists of a retaining wall of steel pilings and has a rail-served boat unloading tower with a three-ton boom conveyor. Reportedly, the largest boat that can be handled is no greater than 650 feet in length with a draft of less than 16 feet.

Utilities such as water, sewer, gas, and electricity are provided by the City of Waukegan. In addition, a private 24-inch diameter gravity-fed industrial water-line leads from the harbor to the boiler house. A separate underground sprinkling system covering the coal and coke storage yards is also connected directly to the harbor.

Rail service is provided by a rail spur situated on the property grounds. These tracks connect directly to the Elgin, Joliet and Eastern Railway tracks which enter the property at the northeast corner. This spur is maintained by the railway on a contract basis.

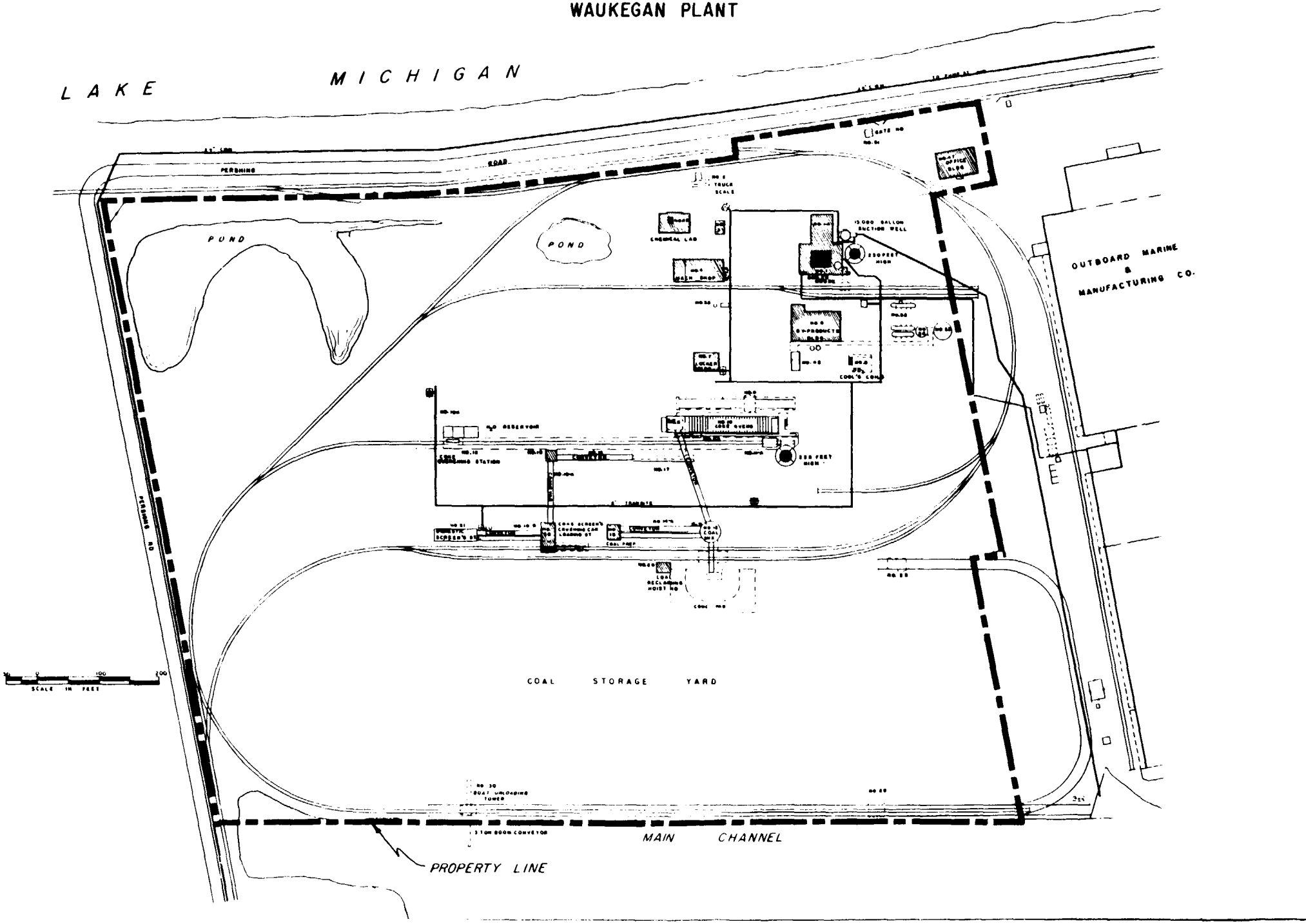
Access to the property is via Pershing Road, which is a two-lane, asphalt-paved road with no curbs or gutters. The entire property is enclosed with a six-foot-high chain link fence.

The adjoining properties, all industrial in nature, consist of the Outboard Marine Corporation to the north; The Johnson Motor Division of Outboard Marine Company to the south; and National Gypsum Company and Larson Marine Service Incorporated to the west across the channel. East of Pershing Road the City operates a public beach fronting on Lake Michigan.

CHEVROLET COKE PLANT

DIVISION OF GENERAL MOTORS CORP.

WAUKEGAN PLANT



V. ZONING

The subject property is zoned M-3 according to the zoning ordinance of the City of Waukegan. This is a General Manufacturing District and is the least restrictive of all the industrial zoning classifications. Among the uses permitted in an M-3 district are: any establishment engaged in production, processing, cleaning, servicing, testing, repair, or storage of goods or products. Among the specific uses permitted in a General Manufacturing District and not allowed in the other districts are: air, railroad, and water-freight terminals, railroad switching and classification yards, repair shops, and roundhouses.

VI. ASSESSED VALUE AND TAXES

The following summary presents the 1969 assessed value of the subject property as derived and assembled from the records of the Lake County Assessor's Office.

Assessed Valuation:	
Land	$ 125,160
Improvements	500,940
Total Assessed Valuation	$ 626,100
Equalization Factor	1.00
Equalized Assessed Valuation	$ 626,100
1969 Tax Rate	.05750
Tax Amount	$ 36,000.75

Note: The assessor predicted an equalization factor reduction to a figure lower than the current 1.00. If such a reduction does occur, the taxes would correspondingly be reduced.

VII. HIGHEST AND BEST USE

Highest and best use is defined as follows:

> The most profitable, likely use to which a property can be put. The opinion of such use may be based on the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand in the reasonably near future. However, elements affecting value which depend upon events or a combination of occurances which, while within the realm of possibility, are not fairly shown to be reasonably probable, should be excluded from consideration. Also, if the intended use is dependent upon an uncertain act of another person, the intention cannot be considered.
>
> That use of the land which may reasonably be expected to produce the greatest net return to land over a given period of time. That legal use which will yield to land the highest present value, sometimes called 'optimum use.'

The following considerations are essential in determining highest and best use.

1. The use must be legal.
2. The use must be probable, not speculative or conjectural.
3. There must be a demand for such use.
4. The use must be profitable.
5. The use must be such as to return to land the highest net return.
6. The use must be such as to deliver an adequate return for the longest period of time.

It is our opinion that the highest and best use of the subject property is for something other than its continued use as a coke plant. We base this conclusion on the age and condition of the current improvements on the site; the improvements are quite old and contain considerable amounts of deterioration and obsolescence.

Deterioration is primarily a result of the age of the improvements. This plant, built in about 1927, has been updated very little during the intervening years. Furthermore, coke plants by their very nature experience a rather short useful and/or economic life. Coke ovens have a normal physical life of only about 20 years. This life may be lengthened by periodic maintenance and necessary repairs; nevertheless, the improvements are now 44 years old and considerably beyond their normal life expectancy.

A degree of obsolescence also results from the impending battle against pollution. Although the coke-making process has retained essentially the same air polluting process over the last half century, there are indications that this process is about to change. Concentrated research has only recently begun to attempt developing technology to control the coke oven emission, the major source of coke plant pollution. Most steel firms are currently experimenting with corrective techniques, and at least two large research facilities are being installed: the Ford Motor Company Plant in Detroit, and a Jones and Laughlin Plant. Steelmakers, however, admit that a major breakthrough is still several years away. Nonetheless, due to a combination of physical deterioration through age, and functional obsolescence through a pending change in the basic coke-making process, we believe the end of the useful life of the subject coke plant will occur within ten years. We believe that the subject property as a coke plant generates no demand and even if a purchaser could be found, the coke plant could not provide a profitable return to the land and improvements over any considerable period of time.

The above factors lead us to conclude that the highest and best use of the subject property necessitates a redevelopment of the land in accordance with the current zoning regulations. Further, we conclude that the improvements now on the site represent a detriment to the land; demolition of the improvements will allow the site to be redeveloped for a more profitable industrial use.

VIII. DESCRIPTION OF IMPROVEMENTS

The subject property is improved with the structures shown on the plot plan included herein.

As discussed previously under our analysis of highest and best use, we feel that the major and minor improvements now on the site constitute a detriment to the land. The only improvements that could possibly increase the value of the site are perhaps the cyclone fence enclosing the property, and the rail spur. The possible value of the rail spur depends on the plans an alternate user might have for the property; such plans would have to conform with the present layout.

Therefore, the purpose here is to briefly describe the present improvements so that the reader will appreciate what alternate uses are feasible.

Office Building

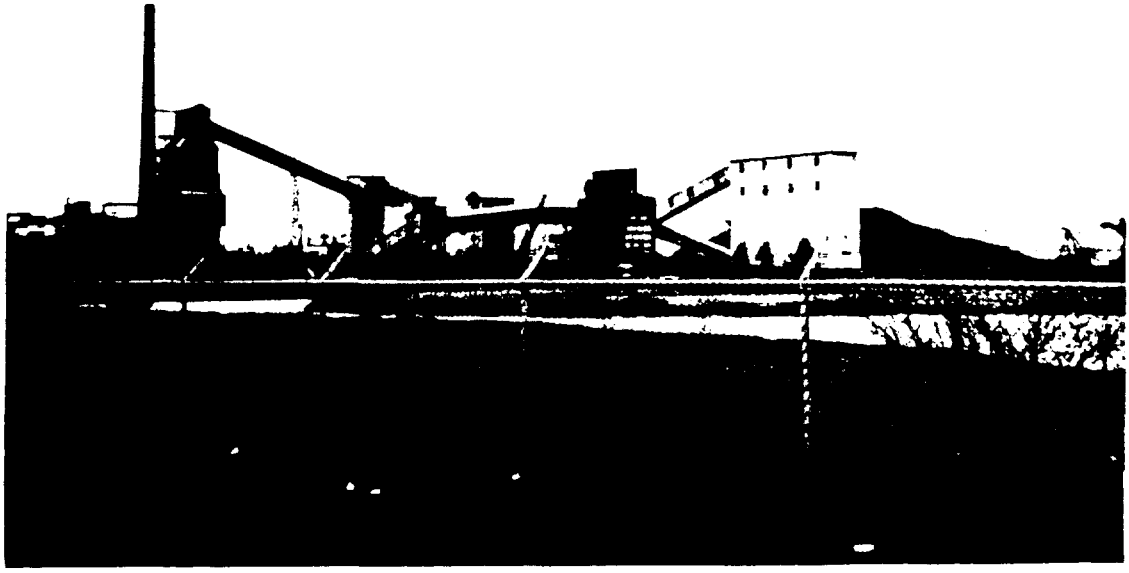
This basement and one-story brick and concrete building is utilized for storage. The basement has a vault and washroom. The first floor is divided into a conference room and five private offices, a secretarial area and an entrance. The first floor was remodeled last summer with carpeted floors, a suspended ceiling, and new recessed fluorescent lighting. A majority of the area is divided by metal movable partitions.

Chemical Laboratory

This is a one-story and basement brick and concrete building. The basement is divided into many rooms; the first floor contains two laboratories, two offices, and a hallway. The building is in very poor condition, has received little or no maintenance over the years; and is presently used for storage. We noted standing water in the basement.

Machine Shop

This is a one-story brick and concrete building. Pilastered, weight-bearing brick walls with steel trusses support a concrete shed-type roof. There is an overhead crane in the shop section; other rooms provide two storage rooms. This building is in fair condition for its age.



OVERALL VIEW OF COKE PLANT

VIEW LOOKING NORTHEAST AT SUBJECT
FROM ACROSS THE HARBOR

Boiler House

The boiler house is a conventional boiler house and steam-generating plant. The east wing has a high single story. An intermediate-grade mezzanine level houses two Allis Chalmers 750 KV steam-driven generators. The west wing, a conventional high single-story and mezzanine boiler building, is constructed of brick, steel, and concrete. The north wall of both the east and west wings are steel-framed with transite walls (for expansion). The boiler area contains two coal-fired 750-horsepower boilers with necessary pumps and equipment. This equipment, of the same 1927 vintage as the buildings, has had few alterations during the intervening years. A 250-foot high reinforced concrete radial chimney adjoins the building to the south.

By-Products Building

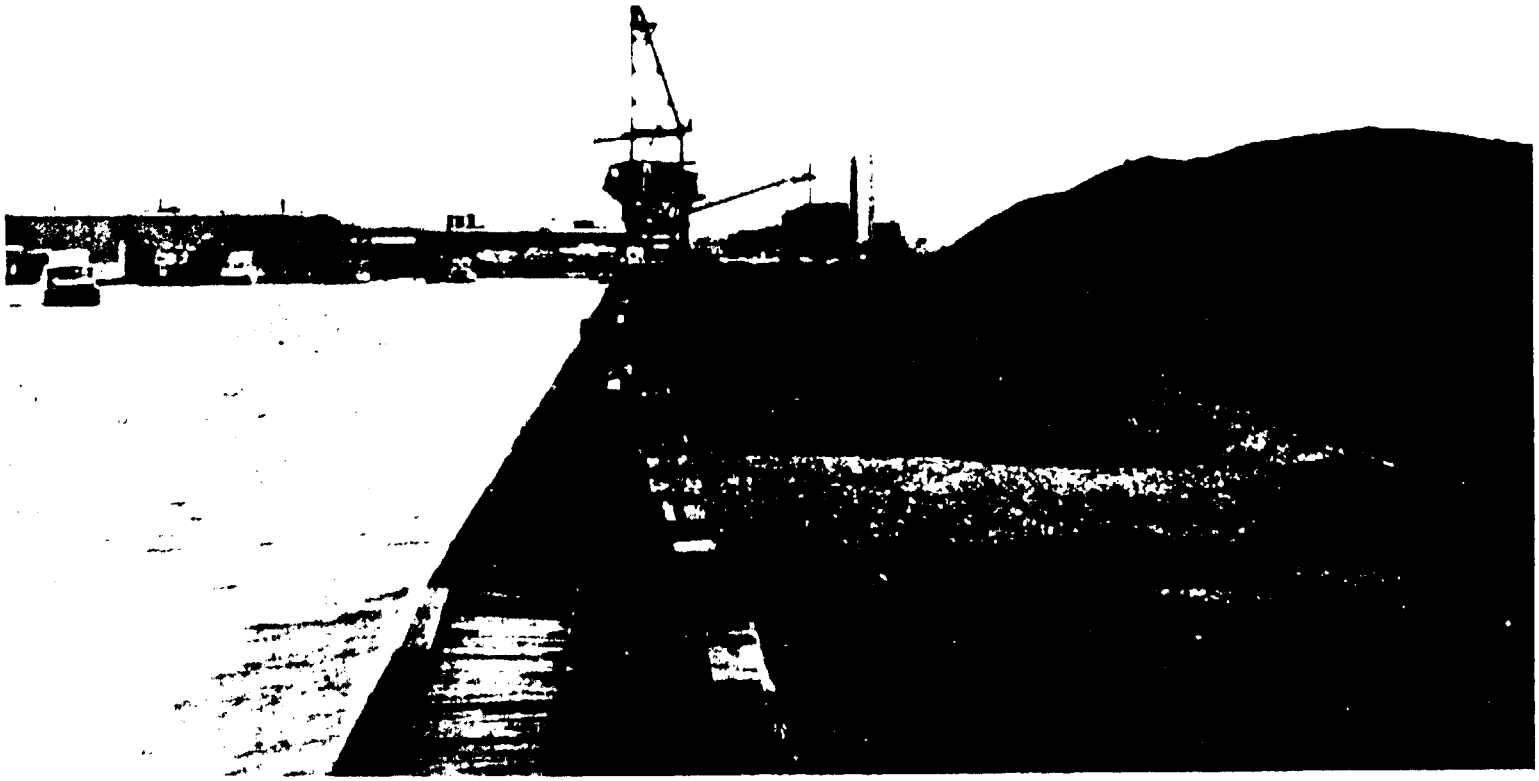
This high one-story and part mezzanine brick and concrete building houses four large cast-iron tanks and two DeLaval gas pumps. The By-Products Building has a concrete gable roof with steel truss and load-bearing walls. Adjoining the building on the west is a surface-type tar tank, two steel cooling towers, and a bank of cooling coils. South of the By-Products Building is a small tank farm that includes three horizontal steel tanks, one of which is used as a tar cooker. In addition, there are two vertical tanks, one for ammonia liquor storage, and one for tar storage.

Locker Building

This is a one-story concrete and brick building used as a washroom and locker building. The building has two steel sinks, two urinals, and four water closets.

Coke Oven

Briefly, the Coke Oven consists of an approximate 225-foot-long series of sections with supporting equipment built in 1927. A brick control house on the south end of the oven and a brick tower structure on the north provide the approximate equivalent of an eight-story building. The top levels house a transite enclosed penthouse and a two-story steel coal bin (two 225-ton capacity bins). The second level is at the same height as the top (loading level) of the oven and houses the charging car for the oven. A pusher car and rail track for coke removal are installed east of the oven sections, and a discharge car for unloading the oven is located on rail track west of



VIEW LOOKING NORTH ALONG DOCK

the oven. Various steel structures and sundry equipment which go with the oven are installed on a heavy reinforced concrete foundation and wood pilings. A 225-foot-high tile radial chimney is situated at the southwest corner of the oven.

The oven appears to be in only fair condition and has been shut down for approximately two months. Information furnished us indicates a complete rebuilding is required before the oven can be used again.

Coke Quenching Station

This one-story steel and transite structure with steel frame and a steel tank is located north of the coke ovens and adjoins the rail spur.

Domestic Screen Station

Number 21 building is a reinforced concrete building equal in size to a four-story building. It contains approximately three screens.

Coke Screen and Hammer Mill Building

This steel frame and transite building is located south of the domestic screen station.

Coal Preparation Building

This is a steel frame and transite structure used for coal preparation.

Coal Mixing Silo

This is a high reinforced concrete silo used for coal storage (four bins) and as a coal distribution point. The silo is painted and in apparent good condition.

The aforementioned steel frame and transite buildings and the domestic screen station are joined by a series of inclined conveyor systems. No detailed inspection was made of the conveyors, which are enclosed in a steel frame and transite-covered enclosure. All conveyors are motor driven and are belt-type conveyors typical of this industry. With the exception of belts replaced when worn out, the equipment is of 1927 vintage. The coal delivery system includes a car unloading pit and conveyor system, and a drag line pit and conveyor system.

Other miscellaneous improvements include a boat unloading tower with a three-ton boom on rail adjoining the dock; a small framed gatehouse at the entrance to the property, and many overhead steam and return lines. Additionally, there are underground cast iron gas mains and water mains.

REAL ESTATE RESEARCH CORPORATION

IX. APPROACHES TO VALUE

The valuation of any parcel of real estate is derived principally through three basic approaches to value -- the Reproduction Cost Approach, the Income Approach, and the Market Data Approach. From the indications of these analyses and the weight accorded to each, an opinion of value is reached based upon expert judgment within the outline of the appraisal process. Our methodology involving the appraisal of the Chevrolet Coke Plant will include the following:

A. Reproduction Cost Approach

The Reproduction Cost Approach is devoted to an analysis of the physical value of the property; i.e., the current fair cash market value of the land assuming it to be vacant, to which is added the depreciated value of the major improvements and minor amenities present on the site. We have noted, however, that in this instance the highest and best use of the subject site is not its present use. This was discussed fully under our analysis of Highest and Best Use. It is our belief that the improvements on the site constitute a detriment to the value of the land. Therefore, the Reproduction Cost Approach is not considered applicable.

B. Income Approach

The Income Approach involves an analysis of the property in terms of its ability to provide a net annual income in dollars. The estimated net annual income is then capitalized at a rate commensurate with the relative certainty of its continuance and the risk involved in ownership of the property. We believe that the income potential as related to the improvements on the subject property could not provide an adquate economic return under our concept of highest and best use. This was also discussed under our analysis of Highest and Best Use. Consequently, the Income Approach is not applicable in this instance.

C. Market Data Approach

The Market Data Approach is based on the principle of substitution; i.e., when a property is replaceable in the market its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution. Since no properties are ever identical, the necessary adjustments for differences in quality, location, size, services, and market appeal are a function of appraisal experience and judgment.

In accordance with our analysis of the highest and best use, it is our opinion that the value of the subject property belongs entirely to the land as if vacant. Therefore, the Market Data Approach will concern itself with the fair cash market value of the land, assuming it to be vacant. Since the property has various improvements which must be demolished, it was necessary to estimate the demolition cost and then to deduct that value from the fair cash market value of the vacant land. We have secured an estimate of the demolition cost from the Harvey Wrecking Company of Chicago, Illinois and have included that as an addendum to this report.

X. MARKET DATA APPROACH

The Market Data Approach will concern itself with an estimate of the value of the land, as if vacant. For purposes of comparison we have made a thorough search of the market for vacant industrial land in the Waukegan Harbor District. We have analyzed all sites that are known to have sold as well as those that are currently on the market for sale. In addition, we have attempted to secure sales and offerings of similar property elsewhere in the Chicago Metropolitan Area which would offer additional support for our estimate of value.

Sale 1

The North Shore Sanitary District in late 1969 purchased 28 acres of land with Lake Michigan frontage (riparian rights) from Abbott Laboratories. This property, adjacent to their existing facilities at the end of Dahringer Road, was reportedly sold for $500,000, or $18,000 per acre. It is considered equal to the subject in location and shape. It is definitely inferior to the subject as it has very poor access and no docking facilities. Adjustments have been made for the time elapsed since the sale occurred. Overall, a net adjustment of 135 percent is warranted to equalize this sale with the subject. This results in an indicated price per acre of $24,300.

Sale 2

In June 1968 a 4.35-acre site located on Harbor Place south of Madison Street sold for a reported $150,000, or $34,500 per acre. This site was purchased by the Dexter Corporation who later resold 3.3 acres to the Waukegan Port Authority and kept approximately

one acre. This property was situated along the lakefront but did not have riparian rights. The sale property is considered superior to the subject in that it is a much smaller site. Generally a smaller parcel will tend to sell at a higher unit price than will a similar but larger piece of property. This property, purchased by an adjoining owner, had better access but did not have docking facilities. We have adjusted for the three-year-old date of sale and intervening rise in the market. In location and shape it is considered equal with the subject. Based on the above factors we believe the subject is 75 percent as good as this sale, indicating a price per acre for the subject property of $25,900.

Sale 3

In late 1970 Johnson Motors purchased a 2.874-acre irregularly shaped parcel adjacent to the subject property on its southerly boundary line. The recorded deed shows a stated consideration of $81,363, which is equivalent to $28,310 per acre. Because this was once part of the subject property, it is considered equal to it in most respects. However, it is a very small site which, again, would tend to have a higher unit price, and was purchased by an adjoining owner. Unlike the subject, this site lacks good docking facilities, and its long narrow shape would limit its development potential if it had not been purchased by an adjoining owner. Overall, the net adjustment indicates the subject to be 80 percent as good as the sale property, resulting in an indicated unit price of $22,700 per acre.

Sale 4 (Offering)

A 16-acre parcel of vacant land at the southeast corner of Sand Street and Dahringer Road currently has an asking price of $400,000, or $25,000 per acre. The listing broker indicates he believes this offering could be purchased at $20,000 per acre. This property is slightly superior to the subject in that it has better road access; however, it lacks access to water or dock facilities. In size and shape it is considered slightly less valuable than the subject. In addition, this site has concrete subsurface foundations from demolished buildings which need to be removed before any future development could occur. We have also considered that this is an asking price only. Based on these factors, we believe the subject to be 115 percent as good as this offering. Using the broker's estimate of $20,000 as the eventual per-acre sale price, our adjusted value for the subject is $23,000 per acre.

Sale 5 (Offering)

A 1.78-acre parcel on the west side of Pershing Road west of Waukegan Harbor Slip No. 3 is currently being offered for sale at an asking price of $65,000, or $36,517 per acre. This property is considered superior to the subject in size; it is a much small parcel. It is inferior, however, in that it has no docking facilities and that it has an irregular shape that would tend to limit its development potential. Again, we have considered that this is an asking price only and does not represent a completed transaction. We believe a net downward adjustment indicating the subject to be 75 percent as good as this offering reflects an appropriate value for the subject of $27,400 per acre.

Sale 6 (Offering)

On the east side of the Elgin, Joliet and Eastern Railway tracks running south from Dahringer Road a strip of land measuring 70 by 1,120 feet and containing 1.80 acres is currently being offered for sale for $55,000, or $30,556 per acre. This parcel is considerably inferior to the subject primarily because its shape would prohibit any extensive development; it also lacks docking facilities and water frontage. Again, we have taken into account that this is only an asking price and no sale has been consummated. Based on these factors, we believe the net adjustment made indicates the subject to be 80 percent as good, which results in an indicated price of $24,445 per acre for the subject.

Sale 7 (Offering)

A 20 ± acre parcel on the Calumet River in Chicago is currently being offered for $640,000, or $32,000 per acre. This parcel, well within the Chicago Metropolitan Area, is superior to the subject in location. It has better access to most major markets and is situated on a river able to accommodate ocean-going vessels. However, its lack of docking facilities, and its pie-shaped lot with limited accessibility limit development potential.

We interviewed the listing broker and he informed us that this property has been on the market for some time. Originally offered for sale by the owner, it has since been placed with several realtors. The broker's opinion of value is "around $20,000 per acre."

Other river frontage property in this locale has been selling between $15,000 and $20,000 per acre. Some of these sites have docking facilities while others do not.

A direct comparison between this property and the subject is difficult because the asking price is apparently in excess of its fair cash market value. However, because of its similarity in potential uses we have included this property for information purposes only.

The above sales, as adjusted, indicate a range in value on a per acre basis of between $22,700 and $27,400. In our opinion Sale 1 is more comparable. This property is most similar to the subject in terms of size; it has frontage on Lake Michigan although it lacks dock facilities; and it is a recent sale. As adjusted, Sale 1 indicated a unit value of $24,300 per acre. We believe the subject would command a slightly higher unit value because of the advantages which accrue due to its docking facilities.

The value of this advantage in monetary terms is difficult to assess since there have been no recent consummated sales of sites with docking facilities.

We have considered that Waukegan offers the only harbor with commercial docking facilities in Illinois outside of Chicago. On the other hand, we have also considered that of the four major ports on the western shoreline of Lake Michigan (Milwaukee, Kenosha, Waukegan, and Chicago), the Waukegan harbor is the only one unable to accommodate ocean-going traffic.

We believe the existing improvements to be a detriment to the Highest and Best Use of the subject property. Thus, the Reproduction Cost Approach and the Income Approach are inappropriate tools for estimating the value of the subject.

Considering all relevant factors, therefore, we believe that $25,000 per acre represents a fair and reasonable estimate of value for the subject property. From this estimate we must deduct the demolition cost. The following calculation is indicated:

36.37 acres @ $25,000 per acre		$909,250
Less: Estimated Demolition Cost *		150,000
Total Estimated Value by Market Data Approach		$759,250
	say	$760,000

*Demolition cost estimate indicated in the Addendum.

XI. VALUATION ESTIMATE

In view of the fact and factors mentioned herein and of the analyses of data which have been considered in connection with this appraisal, it is the opinion of the undersigned that the fair cash market value of the property herein described, as of April 7, 1971, is:

SEVEN HUNDRED SIXTY THOUSAND DOLLARS - ($760,000)

XII. LIMITING CONDITIONS

It is assumed that the fee simple title to this property is good and marketable. No survey has been made of the property, and the value estimate is given without regard to any question of title, boundaries, encumbrances, or encroachments. The legal description that has been furnished to us by our client is not a full legal description; it should not be used in a legal document or conveyance.

The value reported assumes that assessments, if any, are entirely paid and that the property is free and clear of such assessments.

No analysis of soil and subsurface conditions has been made. An engineering study to determine the bearing capabilities of the land should be made prior to construction.

Our value estimate involves only the real estate; no consideration was given to machinery equipment and underground piping.

Any maps or plats reproduced and included in this report are intended only for the purpose of showing spatial relationships. They are not measured surveys or measured maps, and we are not responsible for cartographic or surveying errors.

The demolition estimate in the Addendum that follows was obtained from a Chicago wrecking contractor. We believe this estimate is reasonable; however, no responsibility is assumed for possible misinformation. The estimate, based upon the conditions listed within it, is considered a part of this report.

This report is made for the information and/or guidance of our client and is not intended to be published or distributed to other persons.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without our written consent and approval, particularly as to the valauation conclusion, the identity of the appraisers, or any reference to the American Institute of Real Estate Appraisers or the M.A.I. designation.

Respectfully submitted,

REAL ESTATE RESEARCH CORPORATION

James J. Schroeder, M.A.I.
Assistant Vice President

James O. Hamilton
James O. Hamilton
Appraiser

May 11, 1971

HARVEY WRECKING CO.

CONTRACTORS & ENGINEERS

1701-35 West Cermak Road

CHICAGO, ILLINOIS 60608

Telephone
Virginia 7-7100

NEW AND USED
LUMBER

April 19, 1971

Real Estate Research Corporation
72 West Adams Street
Chicago, Illinois 60603

Attention: Mr. James J. Schroeder

Subject: Demolition - Chevrolet Motors Division, General Motors Corporation, Waukegan Plant

Gentlemen:

Pursuant to your recent request, we have inspected the above mentioned plant referred to in your letter as the Chevrolet Coke Plant so that we could prepare an estimate of the demolition costs as follows.

We would furnish all labor, tools and equipment necessary to wreck and remove all of the facilities located within the plant property. The buildings, tanks, crushing and storage facilities, material handling equipment, stacks, coke ovens and foundations would be wrecked down to the level of the adjacent yard area. Any pits, low areas or basement areas would be filled with solid non-combustible materials from the demolition. All other materials would be removed from the premises and upon completion, the area would be left in a neat condition.

This proposal includes the cost of all insurance required to perform this work, namely, Workmen's Compensation as required by the Industrial Commission of the State of Illinois; General and Public Liability in the amounts of $250,000.00 for each person and

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NEW AND USED
LUMBER

$1,000,000.00 for each accident or occurrence; Property Damage in the amount of $100,000.00 for each accident or occurrence. This insurance will carry a blanket Owner's Protective Policy affording full coverage for all Owners, Architects or Engineers for whom the assured is performing this work; also, libel, slander, Scaffolding Act, and false arrest coverage. All mobile and power equipment will be covered by bodily injury in the amounts of $500,000.00 and $1,000,000.00 (each occurrence) and Property Damage in the amount of $300,000.00 (each occurrence).

This proposal also includes the cost of all bonds, permits, fees and taxes as required by the Building Department of the City of Waukegan.

This work could be performed for the sum of:
One Hundred Fifty Thousand Dollars ----------($150,000.00) plus all salvage derived through our wrecking operations. This estimate is based on the current wage rates, working conditions and salvage values.

We have not included the cost of disposing of any tar that might be left in the tar tanks. We feel that the most economical way to dispose of this tar is to pump it out of the tanks while the steam for heating is still available from the operating boilers.

If any further information is required, please let us know.

Yours very truly,

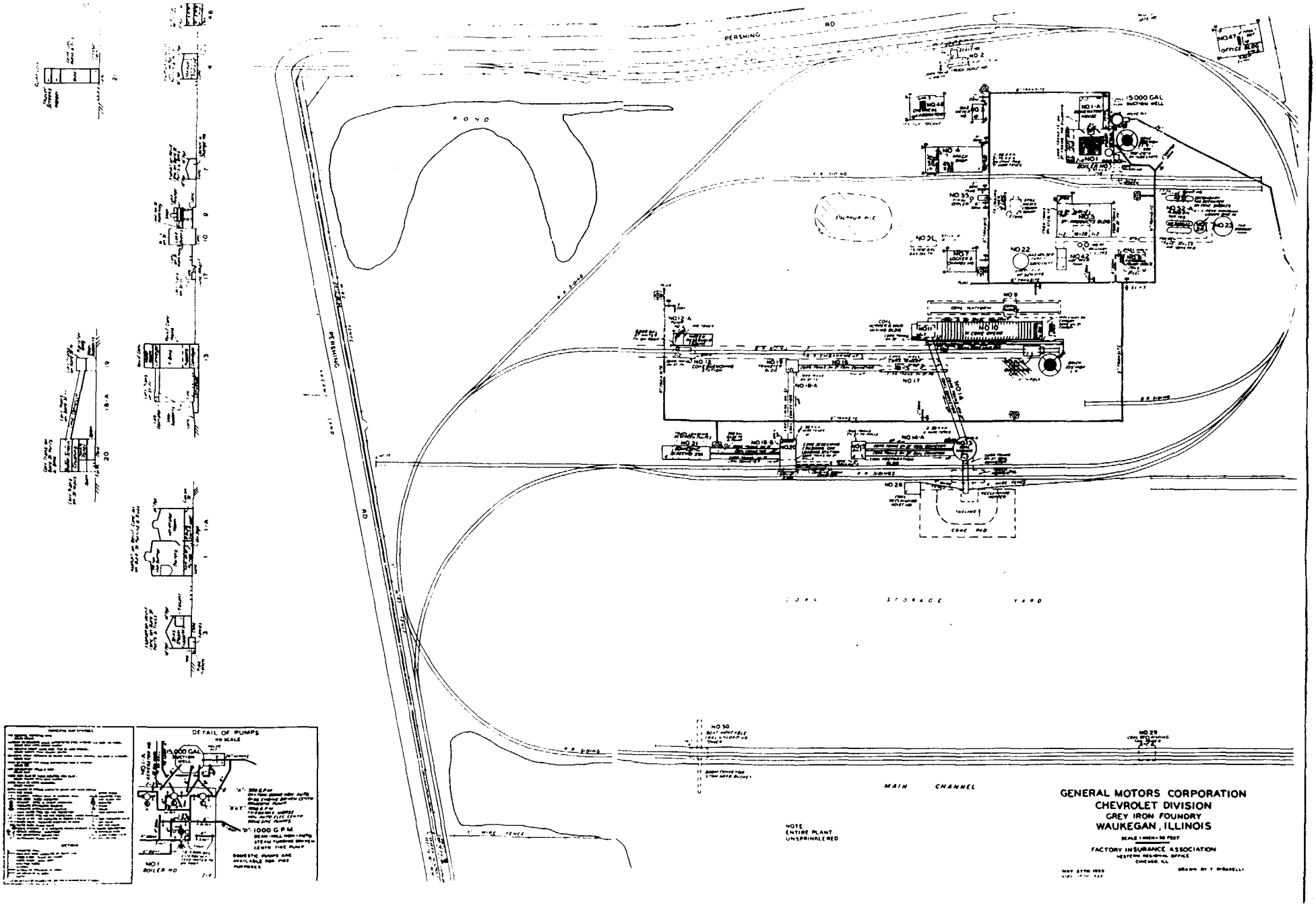
HARVEY WRECKING COMPANY

James B. Crane

James B. Crane

JBC/jkc

REAL ESTATE RESEARCH CORPORATION


PERSHING RD
POND
PERSHING RD
COAL STORAGE YARD
MAIN CHANNEL
NOTE
ENTIRE PLANT
UNSPRINKLERED
DETAIL OF PUMPS
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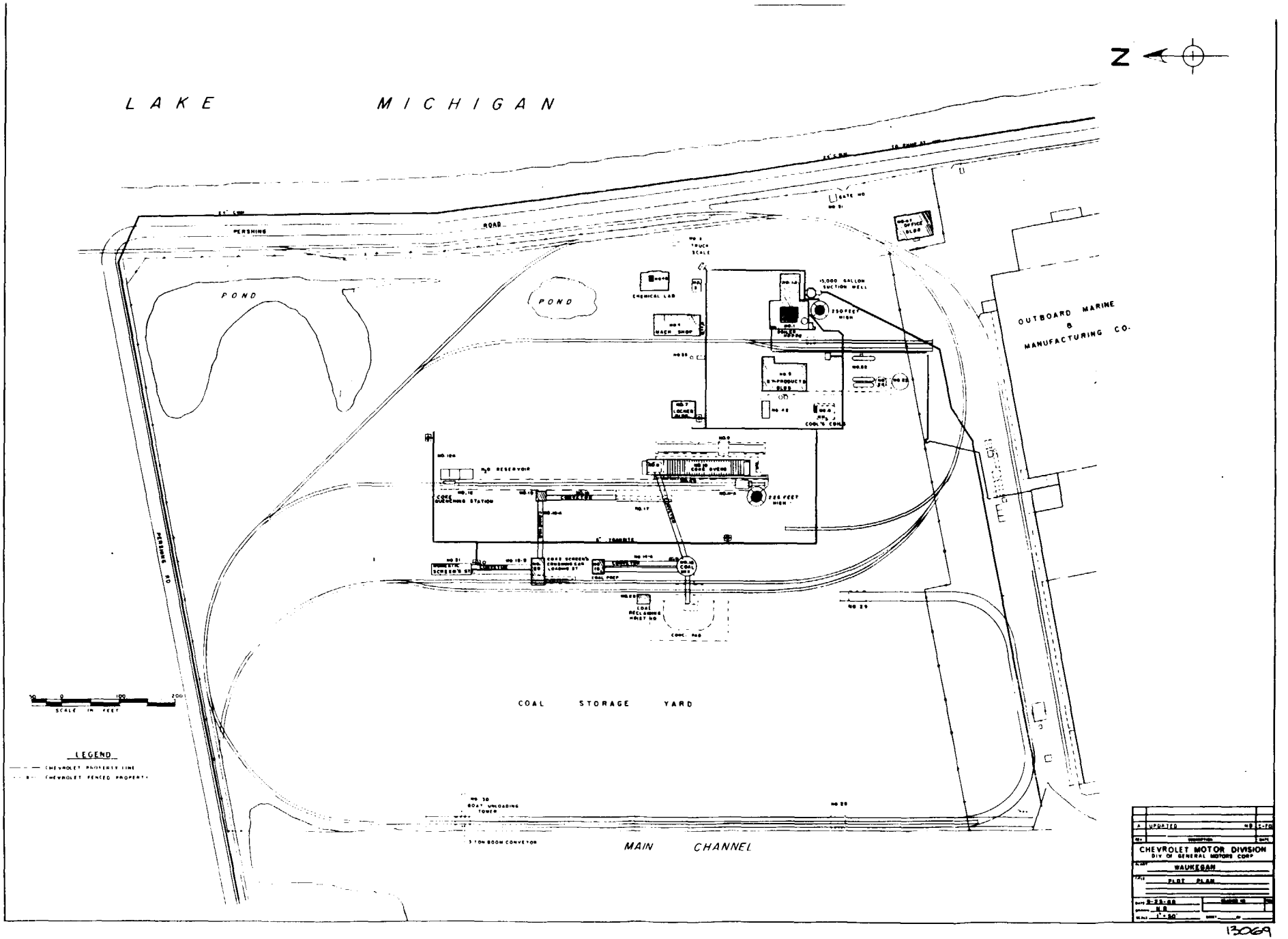
15,000 GAL
1000 G P M
GENERAL MOTORS CORPORATION
CHEVROLET DIVISION
GREY IRON FOUNDRY
WAUKEGAN, ILLINOIS
FACTORY INSURANCE ASSOCIATION
WESTERN REGIONAL OFFICE
CHICAGO, ILL.



LAKE MICHIGAN
PERSHING ROAD
POND
POND
CHEMICAL LAB
MACH SHOP
15,000 GALLON SUCTION WELL
250 FEET HIGH
OUTBOARD MARINE & MANUFACTURING CO.
COOL'S COILS
RESERVOIR
CORE QUENCHING STATION
225 FEET HIGH
COAL RECLAIMING HOIST HO
COAL STORAGE YARD
PERSHING RD
SCALE IN FEET
LEGEND
CHEVROLET PROPERTY LINE
CHEVROLET FENCED PROPERTY
BOAT UNLOADING TOWER
MAIN CHANNEL
A UPDATED
CHEVROLET MOTOR DIVISION
DIV OF GENERAL MOTORS CORP
WAUKEGAN
PLOT PLAN

13069

Numbers Corresponding to Legend on Waukegan Plot Plan No. 320

4340	6/25/47	Agreement of Sale - North Shore Gas Company to Waukegan Coke Corporation
4341	6/26/47	Escrow Agreement - North Shore Gas Company to Waukegan Coke Corporation
4342	6/26/47	Illinois Commerce Commission Approval
4343	6/25/47	North Shore Gas Company Board of Directors Resolution Authorizing Sale
4344	7/9/47	Bill of Sale (including equipment list)
4345	6/28/47	Warranty Deed - North Shore Gas Company to Waukegan Coke Corporation
4346	5/28/48	Easement for Gas Transmission Line from Waukegan Coke Corporation to General Motors and from North Shore Gas Company to Waukegan Coke Corporation
4347	8/16/24	City Zoning and Building Code Ordinances
4348	11/7/47	Easement for Sanitary Sewer Line from Waukegan Coke Corporation to Outboard, Marine and Manufacturing Company
	5/14/48	Revised Easement for Sanitary Sewer Line from Waukegan Coke Corporation to Outboard, Marine and Manufacturing Company
	5/28/48	Easement for Maintaining Existing Gas Transmission Line from Waukegan Coke Corporation to General Motors
	5/28/48	Easement for Sanitary Sewer Line from Waukegan Coke Corporation to General Motors
4445	5/28/48	Warranty Deed - Waukegan Coke Corporation to General Motors
4447	6/28/47	Easement for Maintaining Existing Gas Transmission Line from Waukegan Coke Corporation to North Shore Gas Company
4498	11/10/48	Easement for Existing Sanitary Sewer Line from Outboard, Marine and Manufacturing Company to General Motors
5374	2/17/53	Quit Claim Deed - Parcel of Land for Public Beach from General Motors to City of Waukegan
28134	9/1/70	Deed Conveying 2.874 Acres from General Motors to Outboard Marine Corporation
29395	6/18/71	Deed Conveying 32,475 Square Feet from General Motors to Larsen Marine Service, Inc.
31763	11/8/71	Deed Conveying 35,601 Acres from General Motors to Outboard Marine Corporation
2328	7/14/47	Title Guarantee Policy - Waukegan Coke Corporation - Including Assignment of 5/28/48 from Waukegan Coke Corporation to General Motors
2385		Title Abstracts

DEEDS,

EASEMENTS,

ETC.

THIS INDENTURE Made this 11th day of June, in the year of our Lord one thousand nine hundred and forty-seven (A. D. 1947) between WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to do business in the State of Illinois, First Party, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it paid by the NORTH SHORE GAS COMPANY, an Illinois corporation, of 209 Madison Street, Waukegan, Illinois, Second Party, the receipt whereof is hereby acknowledged, does hereby grant unto the Second Party, its successors and assigns, an easement over the following described premises for the purpose of maintaining existing gas transmission lines, said premises being described as follows:

> 'A strip of land ten (10) feet in width lying five (5) feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd Principal Meridian, and running North 18.4 feet to a point; thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; thence Northeasterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning,' said line being designated as 'temporary easement' on the plat hereto attached;

upon the following terms and conditions:

1. The right hereby granted may be terminated upon ninety (90) days' prior written notice given by the First Party to North Shore Gas Company, its successors and assigns.

2. It is understood and agreed that the title to the transmission lines in the premises described shall at all times remain in the North Shore Gas Company, its successors and assigns, together with the right at any time to replace or remove all or any part thereof. In the event this grant is terminated the

North Shore Gas Company, its successors and assigns, shall, if so requested by First Party, or at its own option, remove all of its property and restore said premises to substantially the same condition as they previously were. In the event Second Party fails to remove its property as herein provided and restore the premises, First Party may, at its option, do so and charge the cost thereof to the Second Party, which cost the Second Party hereby assumes and agrees to pay.

3. All work in connection with the maintaining, renewing and repairing of said transmission mains and all other equipment therewith, including replacements caused by the utilization of First Party's property shall be performed by and all cost and expense to be incurred shall be borne by and paid by North Shore Gas Company, its successors and assigns. All work done shall be in accordance with accepted practices for such services and shall meet local conditions applicable to design and construction.

4. Second party, its successors and assigns, shall at all times indemnify and hold harmless First Party, its successors and assigns, against any costs, expenses, suits, loss, damage, injury or liability of any kind whatsoever arising out of the construction, maintenance and use of the right herein granted.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed in their respective corporate names by their properly authorized officers and caused their corporate seals to be hereto affixed the day and year first above written.

ATTEST:

[signature]
Assistant Secretary

MAUKEGAN COKE CORPORATION

BY [signature]
Vice-President.

ATTEST:

[signature]
Secretary

NORTH SHORE GAS COMPANY

BY [signature]
President.

RESOLUTION OF BOARD OF DIRECTORS
OF NORTH SHORE GAS COMPANY
RE SALE OF COKE OVEN PLANT

BE IT RESOLVED by the Board of Directors of North Shore Gas Company as follows:

1. That, in the judgment of the Board of Directors, it is in the best interests of the Company that the real estate and other property comprising its Coke Oven Plant located in Waukegan, Illinois (hereinafter called the "Coke Oven Plant") and being more particularly described in the agreement set forth in paragraph numbered 2 below, be sold; that the offer of Waukegan Coke Corporation, a Delaware corporation, to purchase the Coke Oven Plant for the price of $850,000 in cash, be, and the same is, hereby accepted; and that, in connection with said sale, taxes for the [illegible] be prorated and certain miscellaneous [illegible] used at the Coke Oven Plant be sold at the cost thereof as provided in the agreement set forth in paragraph numbered 2 below.

2. That the President or the Vice President of the Company be, and he is, hereby authorized and directed to execute and deliver, and the Secretary or an Assistant Secretary of the Company be, and he is, hereby authorized to affix thereto the corporate seal of the Company and attest the same, in the name and behalf of the Company, an agreement for the sale of the Coke Oven Plant, in substantially the following form:

AGREEMENT, made this day of June, 1947, between NORTH SHORE GAS COMPANY, an Illinois corporation of 209 Madison Avenue, Waukegan, Illinois, hereinafter described as the seller, and WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to do business in the State of Illinois, of Waukegan Illinois, hereinafter described as the purchaser,

W I T N E S S E T H:

That the seller agrees to sell and convey, and the purchaser agrees to purchase, all that lot or parcel of land, with the buildings and improvements thereon, in the Township of Waukegan, County of Lake, and State of Illinois, described as follows:

> That part of the Northwest Quarter of Section 22, Township 45 North, Range 12 East, of the Third Principal Meridian in Lake County, Illinois, described as:
>
> Commencing at the Southwest Corner of the Northwest Quarter of Section 22, Township 45 North, Range 12 East, in Waukegan Township, Lake County; thence Northeasterly, making a Northeast angle of 89° 29' with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; Thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly with and along said Northwesterly line of Harbor Street and making a Northeasterly angle of 75° 12' 10" with the last described course extended East 119.43 feet to a point; Thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle of 60° 1' 15" with the last described course extended East 417.4- feet to the point of beginning; Thence East parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22 and making a Southeasterly angle of 119° 57' 45" with the last described course,

1,389.49 feet, more or less, to a point on the shore line of Lake Michigan (this course to be known as the first course); Thence Northwesterly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby described, being the said first course (this course along said shore line to be known as the second course) said shore line being approximately as follows: running Northerly and making a Northwesterly angle of 88° 55' with said first course 179.16 feet to a point; Thence Northeasterly continuing along said shore line and making a Northeasterly angle of 4° 59' 15" with last described course extended Northerly 675.5 feet to a point; Thence continuing Northeasterly with and along said shore line and making a Northeasterly angle of 4° 52' 45" with last described course extended Northerly 573.67 feet to a point (end of description of shore line); Thence West 1250.39 feet to a point (this course to be known as the third course); the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; Thence Southwesterly, making a Southeasterly angle of 100° 31' 36" with last described course (being the said third course) 1430.2 feet to a point (this course to be known as the fourth course); Thence continuing Southwesterly and making a Southwesterly angle of 19° 27' 9" with the last described course, extended Southerly (being fourth course), 16.03 feet to the point of beginning (this course to be known as the fifth course).

Together with all ovens, fixtures, apparatus, machinery, equipment and fittings installed in or located on said premises and used in connection therewith in the operation of said premises as a gas plant and/or coke plant, as well as docks, piers and abutments.

Together with all accretions thereto and the riparian rights appurtenant thereto, but subject to any right, title and interest of the Elgin, Joliet and Eastern Railroad in and to the steel rails, ties and switches and other materials of the railroad tract upon said premises.

The foregoing tract is to be conveyed subject to zoning and building ordinances, the existing channel across said premises, and to all the terms, conditions and covenants contained in the certain deed of Elgin, Joliet and Eastern Railway Company dated March 14, 1927

(recorded March 16, 1927, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, page 610, as Document No. 295,717), conveying said premises to William A. Baehr, the obligations whereof the North Shore Coke & Chemical Company (a Delaware corporation) assumed as grantee in the certain deed of said William A. Baehr and Mabel S. Baehr, his wife, dated March 14, 1927, (recorded March 16, 1927, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, page 608, as Document No. 295,716) as modified or discharged by (i) a certain deed from said corporation to the City of Waukegan, Illinois, dated October 27, 1927 (recorded April 22, 1929, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 335 of Deeds, page 582, as Document No. 335250) conveying a strip of land one hundred (100) feet in width across said property; (ii) a certain deed from the City of Waukegan, Illinois, to said corporation, dated July 30, 1935 (recorded July 31, 1935 in the office of the Recorder of Deeds of Lake County, Illinois, in Book 413 of Deeds, page 277 as Document No. 415306) reconveying the said strip of land one hundred (100) feet in width to the Coke Company, and (iii) a certain deed from said corporation to the City of Waukegan, Illinois, dated July 31, 1935 (recorded August 2, 1935, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 413 of Deeds, page 288, as Document No. 415,382) conveying a perpetual easement to the City of Waukegan to maintain and use a roadway on and along a strip of land fifty (50) feet in width across the above described premises;

Together with all personal property used or useful located or used at the Coke plant.

Together with all supplies of breeze fuel, sulphuric acid, arsenate, oil, tar, ammonium sulphate, soda ash, repair parts, and other operating materials and supplies and coke on hand at 7:00 A.M.,(Central Daylight Saving Time), of the day on which the deed and bill of sale are deposited in escrow as hereinafter provided, and for which purchaser shall, in addition to the purchase price mentioned below, reimburse seller for its cost. Seller shall not be obligated to pay purchaser for any coal of purchaser delivered to seller prior to the deposit in escrow of deed and bill of sale, but any coke manufactured from said coal and by-products thereof shall be the property of purchaser and shall be segregated from all

other coke owned by seller. Purchaser shall reimburse seller for seller's costs of labor in the period commencing with the use of purchaser's coal and ending with the date of deposit in escrow of the deed and bill of sale. Any orders for operating materials and supplies made by seller for delivery at its Coke Oven Plant and delivered after the deposit in escrow of the deed and bill of sale shall be the obligations of purchaser, and purchaser agrees to hold harmless seller against any liability or costs with respect thereto.

The price is $650,000.00, payable as follows: Two Hundred Fifty Thousand Dollars ($250,000.00) in escrow, in cash, lawful money of the United States or a certified check on the signing of this contract, (the receipt whereof is hereby acknowledged) and the payment of the balance of Four Hundred Thousand Dollars ($400,000.00) in escrow, in cash, (plus the amount of reimbursement for cost of operating materials and supplies and labor as aforementioned) lawful money of the United States or by certified check on the delivery of the deed and bill of sale as hereinafter provided.

Upon the execution of this agreement by the parties hereto, there shall be placed in escrow with the Chicago Title and Trust Company, Chicago, Illinois, under an appropriate escrow agreement, the terms of which are to be agreed upon by the parties, the earnest money in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) heretofore mentioned, and the balance of the purchase price, by the purchaser, and a deed and bill of sale by the seller; said escrow to provide that upon the further deposit in said escrow of a certified copy of an order of the Illinois Commerce Commission authorizing the transaction herein provided for and a release of the Continental Illinois

National Bank and Trust Company of Chicago, Trustee, as hereinafter mentioned, and the grants of easement by purchaser to seller as hereinafter provided, the said escrow agent shall deliver the deposited funds and the release to the seller and the deed and bill of sale to the purchaser, said escrow agreement to contain such further terms and conditions as may be agreed upon by the seller and purchaser.

The following are to be apportioned as of the date of closing:

> Seller shall, prior to the date of deposit in escrow of the deed and bill of sale to purchaser, pay all real estate taxes assessed against the property with respect to the year 1946, and real estate taxes with respect to the year 1947 shall be apportioned between seller and purchaser so that seller shall pay to purchaser in respect of 1947 real estate taxes a pro rata amount thereof, based on 1946 taxes, from January 1, 1947, to the date of the deed and bill of sale.

This sale covers all right, title and interest of the seller to any land lying in the bed of any street, road or avenue open or proposed, in front of or adjoining said premises, to the center line thereof, including the perpetual right to the easement which provides for ingress and egress to the site, and all right, title and interest of the seller in any award for damage to said premises by reason of the change of location or grade or any street, avenue and easement. The seller will execute and deliver to the purchaser, on closing of title or thereafter upon demand, all proper instruments for the conveyance of such rights and title including the assignment and right of collection of any such award.

If, at the time of the delivery of the deed, the

premises, or any part thereof, shall be affected by an assessment or assessments which are, or may become, payable in installments of which the first installment is then a charge or lien, or has been paid, then for the purpose of this contract, all the unpaid installments of any such assessments, including those which are to become due and payable after delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby, and shall be paid and discharged by the seller upon the delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid by the seller if the work has been completed prior to closing.

All notices of violation of law or municipal ordinances affecting the premises shall be complied with by the seller, and the premises shall be conveyed free of the same, and this provision of the contract shall survive delivery of the deed. The seller warrants that the buildings on the premises do not violate any restriction, regulation or ordinance. If the existing restrictions, regulations, or ordinances do not permit the use of said premises for a coke plant, then, at the option of the purchaser exercised within thirty days from date of delivery of deed to purchaser by escrow agent, this contract shall become null and void, and the seller shall refund to the purchaser all payments made hereunder, and reimburse the purchaser for the reasonable expenses of title examination, tax search and survey if incurred by purchaser.

Seller acknowledges that in purchasing the assets described herein, purchaser is not assuming any of seller's liabilities except as otherwise expressly provided for herein. Seller understands that purchaser is not taking over any of

seller's employee organizations, employee contracts or employees as such although it is recognized that purchaser, its successors or assigns, in maintaining and/or beginning operation of a coke plant on the premises described herein may hire some or even all of the employees who are on seller's employment rolls at said premises at the time of consummation of this agreement. As to such employees seller acknowledges that purchaser is not liable for any Wage and Hour Claims, Unemployment Compensation Claims or any claims of any nature whatsoever arising out of or in any way connected with their employment by seller prior to the date of execution of this agreement. The provisions of this paragraph shall survive the delivery of the deed and bill of sale.

Seller agrees to indemnify and save harmless purchaser, its successors and assigns, from all loss, damage or expenses of any kind or nature arising out of or in any way connected with any claims whatsoever under the Illinois Workmen's Compensation Law and/or the Illinois Occupational Disease Act pending as of the date hereof. This provision shall survive the delivery of the deed and bill of sale.

This agreement constitutes the entire contract between the parties; it cannot be changed except by a written instrument, signed by the party consenting to such modification.

Subject to purchaser's right of determination whether existing restrictions, regulations or ordinances permit the use of said premises as a coke plant and purchaser's option to terminate as aforesaid, risk of loss or damage arising from the operation of said premises by purchaser on and after July 1, 1947 is assumed by purchaser. Risk of loss or damage to said premises from any other cause until delivery of deed and bill of sale is assumed by seller.

Purchaser agrees that concurrently with delivery of the deed and the bill of sale to purchaser, it will grant to

seller a perpetual easement with respect to:

1. An existing 16-inch transmission line from the north line of the property, and an existing 4-inch transmission line connected thereto and extending to the south line of the Coke Plant property, and lying in that part of the premises over which there exists an easement for roadway purposes.

2. An existing 16-inch transmission line beginning at the south end of the above mentioned 16-inch line and running westerly to the meter house; also an existing 6-inch transmission line connected with the last mentioned 16-inch line and running southerly to the south line of the Coke Plant property, retaining the right to revoke the easements referred to in this paragraph upon ninety days prior written notice.

Said easements are to be more particularly described in the conveyances thereof to be deposited in the aforementioned escrow, and are to provide that seller shall have full responsibility with respect to the care, maintenance, operation and replacement thereof and purchaser shall have no liability whatever with respect thereto and shall be fully indemnified by seller with respect thereto.

Anything herein to the contrary notwithstanding the property to be conveyed to the purchaser shall not include the metering equipment located in the meter house, such equipment to be and remain the property of seller, and purchaser agrees that such equipment may remain upon purchaser's property acquired under the terms of this agreement without charge to seller and may be removed by seller provided however that seller agrees to remove said metering equipment from purchaser's property at any time upon sixty (60) days' prior written notice from purchaser requesting such removal, and provided further, while said equipment remains upon purchaser's property, purchaser shall have no liability whatsoever with respect thereto and be fully indemnified by seller with respect thereto.

All documents to be delivered and all notices to be given to the purchaser shall be in writing and given by personal delivery to Waukegan Coke Corporation, or shall be sent by registered mail addressed as follows: Waukegan Coke Corporation, Waukegan, Illinois.

Seller represents that the contract herein has been reviewed by the Board of Directors of North Shore Gas Company and that the persons signing this contract on behalf of seller have been duly authorized by the Board of Directors of North Shore Gas Company and that seller will take all corporate action necessary for the purpose of making a complete and valid transfer of the real and personal property and all rights as herein provided, including proper action by its Board of Directors, and such necessary action by its stockholders and/or bondholders as may be required. If such action is not required by its stockholders, opinion of counsel to that effect should be furnished, including a proper affidavit by officers of seller, in such form as shall be approved by counsel of purchaser, to the effect that there are no liens against such property.

Anything herein to the contrary notwithstanding, the obligation of the seller to sell, obligation of the purchaser to purchase the property to be sold hereunder, shall be subject to the following conditions precedent:

(a) The Illinois Commerce Commission shall have issued an appropriate order consenting to and approving of this agreement and the sale and the conveyance herein provided for;

(b) Any other Federal, State, or local authority having jurisdiction in the premises shall have issued an appropriate order authorizing the sale and conveyance herein provided for; and

(c) Continental Illinois National Bank and Trust Company of Chicago, as Trustee under the Indenture of seller dated December 1, 1941, shall have executed and delivered an instrument of release such of the property to be sold hereunder as is subject to the lien of the said Indenture from the lien of said Indenture.

If the above mentioned orders and release shall not have been obtained within the period of twenty days from the date of execution of this agreement, then this agreement shall terminate, without any liability on the part of either of the parties hereto to the other party.

The deed shall be a full covenant and warranty deed, in proper form for recording, and shall be duly executed and acknowledged by the seller, at the seller's expense, and shall be in such form as is acceptable to counsel for purchaser. Any necessary revenue stamps shall be affixed to the deed and paid for by the seller.

The bill of sale, assignment or such other documents as are required for the proper transfer of title to all personal property referred to herein shall include an adequate description of all personal property and shall transfer and convey a good, indefeasible, marketable and unencumbered title thereto and be in a form satisfactory to counsel for purchaser.

The seller agrees that L. J. Sheridan & Company, of Chicago, Illinois, is the broker entitled to a commission by reason of this sale, and seller agrees to pay said broker all commissions to which he is entitled. Seller agrees that should any claim be made for broker's commission other than that payable to L. J. Sheridan & Company through or on account of any acts of seller or seller's representatives, seller will hold

purchaser free and harmless of any and all liability. This provision shall survive the delivery of the deed.

IN WITNESS WHEREOF, the seller and purchaser have signed and sealed these presents the day and year first above written.

NORTH SHORE GAS COMPANY

By_____
President

Attest_____
Secretary

WAUKEGAN COKE CORPORATION

By_____
President

Attest_____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this day of , 1947, before me appeared and to me personally known, who, being by me severally duly sworn, did say that they were, respectively and of the North Shore Gas Company, a corporation created and existing under the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority

of its Board of Directors; and the said

and acknowledged the said instrument to be the free act and deed of said North Shore Gas Company.

Notary Public, Lake County,
Illinois

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this day of , 1947, before me appeared and to me personally known, who, being by me severally duly sworn, did say that there were, respectively and of the Waukegan Coke Corporation, a corporation created and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said and acknowledged the said instrument to be the free act and deed of said Waukegan Coke Corporation.

Notary Public, Lake County,
Illinois

My commission expires:

3. That the proper officers of the Company be, and they are, hereby authorized and directed to make, in the name and on behalf of the Company, application to the Illinois Commerce Commission, and to any other regulatory body that may have jurisdiction of the proposed transaction, and to executed, acknowledge and deliver, in the name and on behalf of the Company, all petitions and exhibits, and amendments thereto, and to attend such hearings and to do such other things, as may be necessary or desirable in connection with obtaining all necessary orders and authorizations of said Illinois Commerce Commission, and of any other regulatory body having jurisdiction of the proposed transaction, approving of and consenting to the sale by the Company of the Coke Oven Plant and to the entering into and carrying out of the aforesaid agreement.

4. That the proper officers of the Company be, and they are, hereby authorized and directed to execute, acknowledge and deliver in the name and on behalf of the Company, all deeds of conveyance, instruments of assignment, and bills of sale necessary to the consummation of said agreement and to execute, acknowledge and deliver, in the name and on behalf of the Company, such further agreements and instruments and to do such further things as may be necessary

or desirable to carry out and perform all obligations of the Company by it to be performed under said agreement.

I DO HEREBY CERTIFY that I am the duly elected, qualified and acting _____ Secretary of NORTH SHORE GAS COMPANY; that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said Company at a meeting duly held on June 25, 1947 at which meeting a quorum was present and voting throughout; and that said resolution is presently in full force and effect and has not been amended, modified or rescinded in any respect.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of North Shore Gas Company this 28TH day of June, 1947.

J. Mulholland
_____ Secretary

August 25, 1971

Mr. Richard L. Thacker
Thacker Engineering Office
4 South Genesee Street
Waukegan, Illinois 60085

Survey Description
Former Chevrolet Waukegan
Coke Factory
Pershing Road
Waukegan, Illinois
Project Number 4038

Dear Mr. Thacker:

Confirming our telephone conversation of August 20, 1971, enclosed are copies of the following Agreements:

1. The Deed and Sidetrack Agreement from the E. J. and E. Railroad to Mr. William A. Baehr. The copy of the Agreement which we have is quite poor, but the original Agreement is recorded in the Lake County Records at Book 262 of Deeds, Page 610, Document No. 295717.

2. An Easement Agreement for a sewer in favor of the Outboard Marine Corporation.

3. A Supplement to Agreement No. 2 changing the location of the line.

4. A further Agreement between Outboard Marine and General Motors granting rights in an Easement running off of the General Motors property on to the Outboard Marine property, further amending the rights for the Sewer Easement described above.

5. An Agreement between General Motors and Outboard Marine Corporation for the installation of a 12" storm sewer on General Motors property.

We are also aware of the existence of the certain Agreement titled "Temporary Easement" dated June 28, 1947, and recorded June 9, 1948, as Document No. 645043 of the Lake County Records. Unfortunately, we do not have a copy of this Agreement in our files.

Regarding your question on the strip conveyed to the City of Waukegan for beach purposes, it is our understanding that it was our intention to convey our title to all the property lying east of Pershing Road, subject only to a reverter if the premises cease to be used for beach purposes. If accretions have occurred at this location, we would consider the property of the Grantee, as it was our intention to Deed the property for the creation of a beach, which would be thwarted if we then claimed title to any lands causing the beach to extend further out into the lake.

As we discussed, we noted certain discrepancies between the Legal description and the survey drawing. These will need to be corrected and the necessary distances and bearings added as required in the final print. We would appreciate receiving a drawing with the rest of the dimensions added, as well as the addition of the attached Easements as soon as possible, so that we can forward it to the Title Company for their review and comments.

If you need any further information on this survey requirement, please contact me in Detroit as soon as possible at (313) 556-2789.

Very truly yours,

ARGONAUT REALTY DIVISION

C. J. Kehoe
Surplus Property

CJK:kt
Attachments

bcc: Messrs: L. L. Everman
M. A. Yeida
R. F. Reinhold
J. E. Tobin

Mr. R. L. Malone, General Counsel

Attention: Mr. W. A. Hayes

Legal Staff - Detroit

Surveys - Sale of Former
Chevrolet Coke Plant
Waukegan, Illinois
Project Number 4038

August 25, 1971

In accordance with our recent conversation, attached are two (2) copies of the preliminary surveys done by Thacker Engineering. There are a number of discrepancies between the drawing and the written legal description at the top of the sheet. These have been discussed with Mr. Thacker, and he states that the written description is correct and the discrepancies noted on the drawings are due to misplacement of monuments, which in most cases he has noted on the drawing. Where these discrepancies exist, I have underlined the figures in red on one (1) copy of the legal description.

There are a number of easements and license agreements on this property which are not reflected in the survey. We have obtained copies of the agreements and have forwarded them to Mr. Thacker to be included in the final drawing.

Now that a preliminary survey has been obtained, we would appreciate your contacting the Title Company to obtain a preliminary title commitment. We have two proposed purchasers for the property, and have made our recommendations to Chevrolet. If our recommendations are endorsed by the Division, then the property will be sold in two parcels: a small parcel of land sufficient to straighten the southern boundary of the property as it adjoins Outboard Marine will be sold to that Company, and the balance of the property to the other purchaser. If this recommendation is accepted, we will request Mr. Thacker to prepare two separate survey drawings and legal descriptions reflecting this change. However, since in any event the entire parcel will be sold, the preliminary title commitment would seem to be sufficient for the present time.

As soon as the corrected drawings are received from Mr. Thacker, they will be forwarded for your review and approval.

C. J. Kehoe
Surplus Property

CJK:kt
cc: Messrs: L. L. Everman, M. A. Yeida, R. F. Reinhold, J. E. Tobin

Doc. No. 295'17. Filed March 16th A.D. 1927 at 8:50 o'clock A.M.

This indenture dated this 14th day of March, 1927, by and between ELGIN JOLIET AND EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the states of Indiana and Illinois, hereinafter referred to as the Grantor, and WILLIAM A. BAEHR, of Glencoe, Illinois, hereinafter referred to as the Grantee, WITNESSETH THAT the Grantor for and in consideration of the sum of Ten Dollars ($10.) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby bargain, sell and convey to the Grantee the following described real estate situate in the County of Lake and State of Illinois, to-wit:

Commencing at the southeast corner of the northwest quarter of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12), East of the Third Principal Meridian, Waukegan Township, Lake County, Illinois; thence northeasterly, making a northeast angle of eighty-nine (89) degrees and twenty-nine (29) minutes

with the east and west center line of said Section Twenty-two (22), to a point on the north line of City Street, sixty-six (66) feet from, measured at right angles, the east and west center line of said Section Twenty-two (22); thence east with and along the north line of said City Street, parallel to the east and west center line of said Section Twenty-two (22), five hundred eighty-five and thirty-seven one-hundredths (585.37) feet to a point on the northwesterly line of Harbor Street; thence northeasterly, with and along said northwesterly line of Harbor Street and making a northeasterly angle of seventy-five (75) degrees, twelve (12) minutes and ten (10) seconds with last described course extended east one hundred nineteen and forty-three one-hundredths (119.43) feet to a point; thence east, parallel to and one hundred eighty-one and forty-seven one-hundredths (181.47) feet from, measured at right angles, the said center line of Section Twenty-two (22), three hundred seventy-three and sixty-one one-hundredths (373.61) feet to a point; thence northeasterly, making a northeasterly angle of sixty (60) degrees, one (1) minute and fifteen (15) seconds with last described course extended east four hundred seventeen and forty-four one-hundredths (417.44) feet to the point of beginning; thence east, parallel to and five hundred forty-three and six one-hundredths (543.06) feet from, measured at right angles, the said center line of Section Twenty-two (22), and making a southeasterly angle of one hundred nineteen (119) degrees, fifty-eight (58) minutes and forty-five (45) seconds with last described course, thirteen hundred eighty-nine and forty-nine one-hundredths (1389.49) feet, more or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence northwesterly, with and along said shore line to an intersection with a line running parallel with and one thousand four hundred and twenty (1420) feet north of, measured at right angles, the south line of the property hereby conveyed, being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows, running northerly and making a northwesterly angle of eighty-eight (88) degrees and fifty-five (55) minutes with said first course, one hundred seventy-nine and sixteen one-hundredths (179.16) feet to a point; thence northeasterly, continuing along said shore line and making a northeasterly angle of four (4) degrees, fifty-nine (59) minutes and fifteen (15) seconds with last described course extended northerly six hundred seventy-five and five-tenths (675.5) feet to a point; thence continuing northeasterly, with and along said shore line and making a northeasterly angle of four (4) degrees, fifty-two (52) minutes and forty-five (45) seconds with last described course extended northerly, five hundred seventy-three and sixty-seven one-hundredths (573.67) feet to a point, (end of description of shore line); thence west, twelve hundred fifty and thirty-[illegible] hundredths (1250.39) feet to a point, (this course to be known as the third course), the last described course also being parallel to and one thousand four hundred twenty (1420) feet north of, measured at right angles, the south line of property herein described; thence southwesterly, making a southeasterly angle of one hundred (100) degrees, thirty-one (31) minutes and thirty-six (36) seconds with last described course, (being the said third course), one thousand four hundred [illegible] and two-tenths (1430.2) feet to a point, (this course to be known as the [illegible]); thence continuing southwesterly, and making a southeasterly angle of [illegible] minutes [illegible] degrees, twenty-seven (27) minutes and nine (9) seconds with [illegible]

(1,[illegible].13, feet to the point of beginning, (this course to be known as the fifth course), said tract containing forty-two and twenty-four one-hundredths (42.24) acres, more or less, together with all accretions thereto and the riparian rights appurtenant thereto, but exclusive of the railroad tracks of the Grantor now upon said premises, the title to which is hereby reserved, as to the materials thereof.

This conveyance is made subject to the taxes of 1927 and subsequent years; to zoning and building ordinances; to the existing channel across said premises; and to all of the terms, conditions and agreements hereinafter set forth, to-wit:

1. A certain agreement in writing of the Grantee dated January 14, 1927, to sell to the City of Waukegan at any time within five years from said 14th day of January, 1927, a strip of land 100 feet wide along the shore line of Lake Michigan of the property hereby conveyed as said shore line shall at the time of said conveyance exist, including the riparian rights appurtenant thereto, at and for the price of $3,500.00 per acre, and upon the further terms and conditions contained in said agreement, which is an agreement between this Grantor, the Grantee herein, the Johnson Water Company, and the City of Waukegan.

2. The Grantee hereby covenants and agrees that he will at all times maintain that part of the channel lying within the premises hereby conveyed as it now exists and will on demand of the Grantor extend said channel northerly upon the westerly side of the premises hereby conveyed of the same width as the present channel upon the southerly portion of the property hereby conveyed, providing that the owner of the land lying west thereof shall extend his portion of said channel upon his lands as hereinafter provided, and the Grantee will at all times maintain the portion of the said channel that is upon his land to a depth sufficient for all lakegoing vessels desiring to use said channel and will at all times maintain a dock or retaining wall along the easterly side of said channel upon the premises hereby conveyed in proper condition to prevent materials from sliding into said channel and he will at all times permit the use of the portion of the channel that lies within the premises hereby conveyed without interference or obstruction for the carrying on of traffic between Waukegan Harbor and other lands now owned by the Grantor, and if the Grantee after 60 days' notice so to do, shall fail to keep and maintain said channel and said retaining wall and dock, as herein provided, then the Grantor may do such work and the Grantee shall forthwith upon demand be liable to pay to the Grantor the cost thereof.

3. The Grantor hereby covenants and agrees that if it demands the extension of said channel by the Grantee as in the previous paragraph provided, then it will at the same time extend said channel of an equal width upon its lands lying westerly of and adjacent to such part of said channel to be extended by the Grantee and that it will maintain that part of said channel now existing and to be constructed as aforesaid lying westerly of the westerly line of the premises hereby conveyed, to a depth sufficient for all lake-going vessels desiring to use such channel, and will maintain a dock or retaining wall along the westerly side of such channel in proper condition to prevent materials from sliding into said channel, and that if the Grantor shall sell any part of the property lying westerly of and adjacent to the property hereby conveyed it will obligate the purchaser to agree to do and perform the things which the Grantor has in this paragraph agreed to do and perform, and thereupon the Grantor shall be excused from its said obligation insofar as they pertain to the portion so sold.

4. The Grantor covenants and agrees that it will permit, until changed as hereinafter described, the passage of persons, automobiles, trucks and teams over the temporary roadway now existing over its property between Sand Street, Waukegan, and the premises hereby conveyed

[illegible] and agrees that it will permit until changed as hereinafter described the pas[illegible] of persons, automobiles, trucks and teams over the temporary roadway existing over the premises hereby conveyed to the property lying south thereof, for the benefit and use of the owners thereof and the Grantor and Grantee herein.

5. If the Grantor or Grantee herein, or the owner of any portion of the property lying south of the premises hereby conveyed and north of the Waukegan Harbor, shall demand of the others of said owners a change in the location of the roadway described in the preceding paragraph then in default of agreement otherwise between said parties a roadway fifty (50) feet wide shall be located across the property hereby conveyed substantially parallel to the shore of Lake Michigan as it then exists with the westerly line thereof one hundred (100) feet from such shore line. The Grantee herein shall have the right to change the location of said last described roadway across the property hereby conveyed, provided that such roadway when so changed shall connect with the roadway across the property lying south of same and with the roadway across the property lying north of same and providing that such roadway as so changed shall be a reasonable and convenient roadway for the passage of persons, automobiles trucks and teams to and from the property lying south of the premises hereby conveyed and the property lying north of the same and the Grantee shall at all times permit the passage of persons, automobiles, trucks and teams over the said roadway. The Grantor will at all times set aside a roadway across its property which will connect the public streets of Waukegan with said temporary roadway or such relocated roadway across the property hereby conveyed, provided that the westerly line of such relocated roadway at the northerly line of the premises hereby conveyed shall be approximately one hundred (100) feet from the shore line of Lake Michigan when relocated, or with an extension of such temporary or such relocated roadway, except that if the Grantor shall hereafter sell the property north of the premises hereby conveyed and in the deed of conveyance to the purchaser shall obligate the Grantee therein to set aside a roadway across the premises thereby conveyed as herein provided, then the Grantor shall be relieved of its obligation as to such roadway insofar as the premises so sold is concerned. It is expressly understood and agreed that the present temporary roadway and the relocated roadways across the property of the Grantor and the premises hereby conveyed are not and shall not be public streets but merely private roadways, and it is expressly provided that whenever the City of Waukegan shall purchase and open the strip of land across the property of the Grantor and the premises hereby conveyed extending from the property of the City of Waukegan on the south to the property of the North Shore Sanitary District on the north as provided in the said written agreement of January 14, 1927, hereinbefore described, then the said roadway to be provided by the City of Waukegan on said one hundred (100) foot strip shall be in lieu of the roadways described and provided for herein, and the obligation of the parties hereto in regard to the roadways described and provided for herein shall then terminate.

6. The Grantor covenants and agrees that it will temporarily serve the Grantee over its [illegible] tracks now extending from its main tracks and [illegible] conveyed. If the Grantor should sell any of the land immediately north of the premises hereby conveyed it agrees to enter into a contract with the purchaser of the said tract of land at the time of the same in and by which the said purchaser will agree that the said purchaser will permit the maintenance of said temporary track in its present location over the pre[illegible] purchased for the use and benefit of Grantor and the Grantee herein and of the [illegible] property lying south of the premises hereby conveyed and north of the Waukegan [illegible] as hereinafter provided. The Grantee herein covenants and agrees for the [illegible]

[illegible] the maintenance of said temporary [illegible] as in their present location over the premises hereby conveyed, except as hereinafter provided.

7. If the Grantor or the Grantee herein, or the owner of any portion of the property lying south of the premises hereby conveyed and north of the Waukegan Harbor shall demand of the others of said owners a change in the location of the said railroad track, then in default of an agreement otherwise between said parties the Grantor shall change the location of said track to a strip of land twenty-five (25) feet in width running substantially parallel to the shore of Lake Michigan as it then exists and with the westerly line thereof one hundred twenty-five (125) feet west of said shore line. The Grantor hereby reserves and the Grantee expressly covenants and agrees that the Grantor shall in such case have the right and easement to construct, maintain and operate the railroad track along and upon said twenty-five (25) foot strip of land and the Grantee further expressly covenants and agrees that he will never permit any material, structure or obstruction of any kind to be deposited or erected upon said twenty-five (25) foot strip of land. If the Grantor shall at any time sell the property lying immediately north of the premises hereby conveyed then at the time of making such sale it will obligate the purchaser, in case the parties in interest are unable to agree on the change in location of the temporary track as above described to permit the location of railroad tracks across the property so sold on a strip of land which will join the twenty-five (25) foot strip of land last above described, and in the deed of conveyance the Grantor will expressly reserve the right and easement to construct, maintain and operate the railroad track across such property so sold to a junction with the track across the premises hereby conveyed. The track to be constructed across the premises hereby conveyed and all the rails, ties and other materials entering into the construction thereof shall at all times remain and be the property of the Grantor and the Grantor shall maintain said tract and shall be entitled to the exclusive use of the same to serve the Grantee and the owners of the property lying south of same and north of the Waukegan Harbor.

8. The Grantor hereby grants and conveys to the Grantee herein the right and easement to construct and maintain a gas main within the one-hundred (100) foot strip of land lying north of the premises hereby conveyed, which the City of Waukegan has the right to purchase under the agreement of January 14, 1927, above described, provided that if the said City purchase said strip of land and requests the removal of said gas main from said strip of land, then the Grantee will remove said gas main or cause said gas main to be removed immediately upon demand.

9. It is expressly covenanted and agreed by the parties hereto that all of the terms conditions and agreements herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and administrators, successors and assigns, and that said covenants and agreements shall attach to and run with the land and that it shall be lawful not only for the Grantor, its successors and assigns, but also for [illegible] of any portion of the land now owned by the Grantor in the vicinity of the premises hereby conveyed, who shall in any way be affected by breach of the foregoing covenants and agreements, to institute and prosecute any proceedings of law or in equity against the person or persons, corporation or corporations violating or threatening to violate the said covenants or agreements or any of them, and the said covenants and agreements may be proceeded upon against the said Grantee, his heirs, executors, administrators or assigns for specific execution thereof and that any failure on the part of the Grantor, its successors or assigns, or on the part of the owner of any of said portion of said real estate now owned [illegible]

IN WITNESS WHEREOF, the [illegible] ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, [illegible] caused this indenture to be signed by its Vice President and attested by its [illegible] and its corporate seal to be affixed, and the said WILLIAM A. BAEHR, CHANGER, has signed and sealed the same, the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By S. M. Rogers.
Vice President.

Elgin, Joliet and Eastern
SEAL
Railway Company.

Attest:

F. L. Koontz.
Secretary.

William A. Baehr. (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, W. P. Braker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY That S. M. Rogers personally known to me to be the Vice President of the ELGIN JOLIET AND EASTERN RAILWAY COMPANY; a corporation, and F. L. Koontz, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and _____ Secretary, they signed and delivered the said instrument as Vice President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of March, A. D. 1927.

W. P. Braker,
Notary Public,
Cook County, Ill.

W. P. Braker.
Notary Public.

My commission expires March 4th, 1930.

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Nicholas F. Relewitz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY That WILLIAM A. BAEHR, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, A. D. 1927.

Nicholas F. Relewitz.
Notary Public.

Nicholas F. Relewitz,
Cook County, Ill.

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, FRANK J. NUSTRA, Recorder of Deeds in and for the County of Lake in the State of Illinois and Keeper of the records and files thereof, do hereby certify that the attached and foregoing is a true, correct and complete copy of Document No. 295717 as recorded on the 16th day of March A.D. 1927, as fully as the same appears from the records thereof now in my office remaining.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of said Recorder of Deeds at my office in the City of Waukegan, Illinois, this 14th day of November, A.D. 1968.

Frank J. Nustra
Recorder of Deeds, Lake County, Illinois
By Esther S. Palm
Deputy

CHICAGO TITLE AND TRUST COMPANY

LAKE COUNTY DIVISION

15 SOUTH COUNTY STREET · WAUKEGAN, ILLINOIS

[redacted]

ONtario 2-8000

HOllycourt 5-0717

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title and Trust Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE AND TRUST COMPANY

By: Paul W. Goodrich

President

ATTEST: A. Edmund Peterson

Secretary

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss [illegible] ance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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SCHEDULE A

Number
LAKE-307623

Effective Date
OCTOBER 24, 1968

1. Policy or Policies to be issued:

Owners: ALTA—Form A-1962. Amount: $1,000.00
Proposed Insured:

OUTBOARD MARINE CORPORATION,

Loan: Form Amount: - - - -
Proposed Insured:

None

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

GENERAL MOTORS CORPORATION, a corporation of Delaware,

3. The mortgage and assignments, if any, covered by this Commitment are described as follows:

None

4. The land referred to in this Commitment is described at the end of Schedule B.

SCHEDULE B

NOTE: Unless otherwise expressly set forth in Schedule B, no instrument imposing a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed has been filed of record subsequent to February 15, 1950 and prior to the date hereof.

The owners policy will be subject to the encumbrance, if any, shown in Schedule A, and to the following general exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records; and (6) rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.

The loan policy, if any, will be subject to foregoing general exceptions (4) and (5) and, if an H form, will also be subject to the consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the trust deed or mortgage described in Schedule A, as affecting: (a) the validity of the lien of said trust deed or mortgage; and (b) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said trust deed or mortgage before the disbursement of the entire proceeds of the loan.

Schedule B of the policy or policies to be issued also will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(7) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

(8) Taxes for the year(s) 1968.

9. It does not appear that the premises in question are located on a public highway or street. Our policy, if issued, will therefore contain the following note:

NOTE: Nothing in this policy is to be construed as insuring the owners or occupants of the premises in question that they have means of ingress or egress to a public highway.

10. Rights of the public, the municipality and the adjoining owners in and to that part of premises in question falling in roads, streets and highways, if any.

11. Rights, if any, of the United States of America, State of Illinois and the municipality, in and to so much, if any, of the premises in question as may have been formed by means other than natural accretions and in and to so much, if any, as may be covered by the waters of the channel.

12. Switch tracks, switch spurs and railroad rights of way.

13. Rights of the United States Government, State of Illinois, City of Waukegan, the public and adjoining owners to have maintained in its present location the harbor and any piers contiguous thereto.

14. Rights of the Elgin, Joliet and Eastern Railway Company, a corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said railroad company, as reserved in the Warranty Deed from said railroad company, to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927, in Book 262 of Deeds, page 610, as Document 295717.

15. Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a corporation of Illinois, to William Baehr, dated March 14, 1927 and recorded March 16, 1927, as Document 295717, to maintain that part of the channel lying withing premises in question as it now exists and that he will on demand of the Elgin, Joliet and Eastern Railway Company, extend said channel Northerly upon the Westerly side of premises in question, the same width as the present channel upon the Southerly portion of premises in question, providing that the owner of the land lying West thereof shall extend his portion of said channel and to keep and maintain said channels of a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points.

16. Rights of North Shore Gas Company, a corporation of Illinois, for purposes of maintaining existing gas transmission lines in, over and along a strip of land 10 feet in width lying 5 feet each side of the following described line: Commencing at point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd P. M., and running North 18.4 feet to a point; thence North Easterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; thence North Easterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; thence North Easterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on the plat hereto attached, as granted by Instrument dated June 28, 1947 and recorded June 9, 1948, as Document 645043, from Waukegan Coke Corporation, a Delaware corporation.

17. Easement to lay, construct, operate, maintain and repair a sanitary sewer connecting with the sewerage system of the North Shore Sanitary District, in, over and along a strip of land 14 feet in width, being 7 feet on each side of the following described center line: Beginning at a point in the North property line of property owned by Waukegan Coke Corporation in the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd P. M., 166.6 feet East of the North West corner of said property; thence South 1 degree and 4 minutes East 446 feet; thence South 10 degrees and 47 minutes West 445 feet; thence South 15 degrees and 18 minutes West 531 feet; thence South 36 degrees

and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the South West corner thereof, in favor of Outboard Marine and Manufacturing Company, a corporation of Delaware, as granted by Instrument dated November 7, 1947 and recorded November 26, 1947, as Document 631830 and a supplemental indenture dated May 14, 1948 and recorded May 21, 1948, as Document 643457. #3

18. Slips and waterways.

19. Perpetual easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of premises in question (in which 50 feet is contained, the approximate 25 feet on which the "present" roadway is situated), subject to the right of grantor to change such location on conditions therein set forth as granted by Grant made by North Shore Coke and Chemical Company, a corporation of Delaware, to The City of Waukegan, a municipal corporation, dated July 31, 1935 and recorded August 2, 1935, as Document 415382.

This commitment refers to:

A tract of land in the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd P. M., described as follows, to-wit: Commencing at the South West corner of said North West quarter of said Section 22; thence North Easterly, making a North East angle of 89 degrees 29 minutes with the East and West quarter line of said Section 22, to a point on the North line of City Street, 66 feet; from, measured at right angles, the East and West quarter line of said Section 22; thence East with and along the North line of said City Street and parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly, with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes 10 seconds with the last described course, extended East, 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees 01 minutes 15 seconds with the last described course extended, East, 417.44 feet to a point; thence East parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a South Easterly angle of

119 degrees 58 minutes 45 seconds with the last described course, 113.87 feet, more or less, to the Westerly face of a steel seawall, said point being the place of beginning; thence continuing East parallel with and 543.06 feet from, measured at right angles, the said center line of Section 22, 1044.54 feet; thence North at right angles to the last described course, 100.0 feet; thence West at right angles to the last described course, 643.06 feet North of and Parallel to the said center line of Section 22, 586.87 feet; thence North at right angles to the last described course, 50.0 feet; thence West at right angles to the last described course, 693.06 feet North of, measured at right angles, and parallel with the center line of Section 22, a distance of 428.81 feet, more or less, to the Westerly face of a steel seawall; thence South Westerly along the Westerly face of the said steel seawall, 152.75 feet, more or less, to the place of beginning, in Lake County, Illinois.

Yours respectfully,

CHICAGO TITLE AND TRUST COMPANY

By

Unit Manager

11/1/68

C O N T R A C T

THIS AGREEMENT, made this 10th day of July, A.D. 1969, between GENERAL MOTORS CORPORATION, a Delaware Corporation, having its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as SELLER, and OUTBOARD MARINE CORPORATION, a Delaware Corporation, whose address is 100 Pershing Road, Waukegan, Illinois 60085, hereinafter referred to as PURCHASER,

W I T N E S S E T H:

That the Seller agrees to sell and convey and Purchaser agrees to purchase that certain land situated in the City of Waukegan, County of Lake, State of Illinois, more particularly described as follows:

> A tract of land in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, described as follows, to wit:
>
> Commencing at the Southwest corner of said Northwest Quarter in Waukegan Township, Lake County, Illinois; Thence Northeasterly, making a Northeast angle of 89 degrees 29 minutes with the East and West Quarter line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West Quarter line of said Section 22; Thence East with and along the North line of said City Street, [illegible] and West Center line

of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along said Northwesterly line of Harbor Street and making a Northeasterly angle of 75 degrees 12 minutes 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle of 60 degrees 01 minute 15 seconds with the last described course extended East, 417.44 feet to a point; Thence East, parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a Southeasterly angle of 119 degrees 58 minutes 45 seconds with the last described course 113.87 feet, more or less, to the Westerly face of a steel seawall, said point being the place of beginning; Thence continuing East, parallel with and 543.06 feet from, measured at right angles, the said center line of Section 22, 1044.54 feet; Thence North, at right angles to the last described course, 100.0 feet; Thence West, at right angles to the last described course, 643.06 feet North of and parallel to the said center line of Section 22, 586.87 feet; Thence North, at right angles to the last described course, 50.0 feet; Thence West, at right angles to the last described course, 693.06 feet North of, measured at right angles, and parallel with the center line of Section 22, a distance of 428.81 feet, more or less, to the Westerly face of a steel seawall; Thence Southwesterly, along the Westerly face of the said steel seawall, 152.75 feet, more or less, to the place of beginning, containing 2.874 acres, more or less, all in the City of Waukegan, Lake County, Illinois,

on the following terms and conditions:

1. The price is EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS ($81,363.00), payable EIGHT THOUSAND DOLLARS ($8,000.00) as down payment upon execution of this Contract and the balance of the purchase price in cash, lawful money of the United States, by certified or cashier's check to be paid upon delivery of deed and title as hereinafter provided.

2. Said premises are sold subject to, and the deed of conveyance may so provide:

(a) Matters which an accurate survey and personal inspection of the premises would disclose;

(b) Any special assessments which become a lien on the premises after date hereof;

(c) Rights of the United States of America, State of Illinois and City of Waukegan, the public and adjoining owners of land described above to have maintained in its present location the harbor and any piers contiguous thereto;

(d) Rights of the Elgin, Joliet and Eastern Railway Company, a Corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said railroad company, as reserved in the Warranty Deed from said railroad company, to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927, in Book 262 of Deeds, Page 610, as Document 295717;

(e) Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company,

a Corporation of Illinois, to William Boehr dated March 14, 1927 and recorded March 16, 1927 as Document 295717, Lake County Records. This Agreement sets forth obligations to maintain part of the channel lying within or adjoining the land described herein and that further upon demand of the Elgin, Joliet and Eastern Railway Company, the channel will be extended Northerly upon the Westerly side of the premises described herein, the same width as the present channel upon the Southerly portion of premises described, provided that the owner of land lying to the West shall extend his portion of the channel and keep and maintain said channels at a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points;

(f) Rights of North Shore Gas Company, a Corporation of Illinois, for purposes of maintaining existing gas transmission lines in, over and along a strip of land 10 feet in width lying 5 feet each side of the following described line; Commencing at point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West Quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, and running North 18.4 feet to a point; Thence North Easterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence North Easterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence North Easterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on the plat hereto attached, as granted

by Instrument dated June 28, 1947 and recorded June 9, 1948, as Document 645043, from Waukegan Coke Corporation, a Delaware Corporation;

(g) Easement to lay, construct, operate, maintain and repair a sanitary sewer connecting with the sewerage system of the North Shore Sanitary District, in, over and along a strip of land 14 feet in width, being 7 feet on each side of the following described center line: Beginning at a point in the North property line of property owned by Waukegan Coke Corporation in the North West Quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, 166.6 feet East of the North West corner of said property; Thence South 1 degree and 4 minutes East 446 feet; Thence South 10 degrees and 47 minutes West 445 feet; Thence South 15 degrees and 18 minutes West 531 feet; Thence South 36 degrees and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the South West corner thereof, in favor of Outboard Marine and Manufacturing Company, a Corporation of Delaware, as granted by Instrument dated November 7, 1947 and recorded November 26, 1947, as Document 631830 and a supplemental indenture dated May 14, 1948 and recorded May 21, 1948, as Document 643457;

(h) Rights of the public and adjoining owners to the land described herein to the use of slips and waterways adjoining and within the premises described herein;

(i) Perpetual easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of land described herein, subject to the right of Grantor to

change the location of the road on conditions as set forth in Grant of Easement made by North Shore Coke and Chemical Company, a Corporation of Delaware, to the City of Waukegan, a Municipal Corporation, by Instrument dated July 31, 1935 and recorded August 2, 1935 as Document 415382;

(j) Reservation of an easement to General Motors Corporation providing for unrestricted use of dock facilities situated on the land described herein so that assistance may be provided to lake vessels during docking maneuvers.

Purchaser agrees to execute, upon closing and delivery of Deed as provided herein, an Easement to Seller in form prepared by Seller, or at the option of Seller to accept deed of conveyance with an easement reserved for use of dock facilities. It is agreed by the parties that Seller shall have a survey and legal description prepared of the area necessary for such easement reservation.

(k) Reservation by Seller of switching rights on section of Purchaser's lead railroad track.

Purchaser agrees upon closing to execute a Sidetrack Agreement or Easement to Seller for purposes of granting to Seller switching rights on Purchaser's section of lead railroad track, or at the option of Seller, Purchaser agrees to accept deed of conveyance of the land described herein with a reservation in

said deed for such switching rights. It is agreed by the parties that Seller shall have a survey and legal description prepared of the area defining the land necessary for Seller's switching rights.

(l) Zoning Ordinance of the City of Waukegan and applicable Building and Use Codes and Ordinances.

(m) The rights of Seller and the City of Waukegan in and to a sanitary sewer line as more particularly set forth by Easement dated November 10, 1948, as recorded in Lake County Records in Book 905, Page 92.

3. General property taxes for 1969 shall be apportioned to date of delivery of Deed and possession based upon fiscal period January 1, 1969 to December 31, 1969. If the amount of 1969 taxes cannot be determined at time of closing, the last available full tax year amount will be used for apportionment purposes. Seller agrees to grant to Purchaser a credit for any unpaid 1968 taxes.

4. Purchaser represents that it has inspected said premises and knows the condition thereof and is purchasing said premises "as is".

5. Seller agrees at its expense to furnish Purchaser with a Commitment for an Owner's Policy of Title Insurance in

the amount of EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS ($81,363.00) issued by Chicago Title Insurance Company, Lake County Division, 15 South County Street, Waukegan, Illinois 60085, at a date concurrent with or subsequent to the date of this Contract and upon completion of the transaction to furnish the Owner's Policy of Title Insurance with standard exceptions pursuant to the terms of said Commitment.

6. All objections to title must be submitted in writing to the Seller at least ten (10) days before the date set for closing. If such objections are not so submitted, then title to said premises shall be deemed to be good and marketable and the Purchaser shall be deemed to have waived all objections, except such as a continuation search covering said ten (10) day period discloses.

7. Risk of loss or damage to the premises by fire or other casualty is assumed by the Seller until closing. It is expressly provided, however, that in the event of such loss or damage to the premises prior to closing, the time for closing the sale shall be extended to permit the repair and restoration of any improvements necessary to accomplish the purposes of this sale.

8. If Seller is unable to deliver to Purchaser a

Commitment for an Owner's Policy of Title Insurance in the amount of EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS ($81,363.00) showing title to the land described as being vested in Seller, subject only to the title objections stated in Paragraph 2 hereof, this Contract shall become null and void and neither party shall have any claim against the other by reason of such nonfulfillment.

9. The Deed shall be prepared by Seller and shall be in proper form for recording and shall be a limited covenant deed whereby Grantor covenants against its own acts only with necessary state revenue stamps affixed and paid for by the Seller.

10. The transaction shall be closed and the deed and possession delivered in accordance with the terms and provisions contained herein no later than six (6) calendar months from date of execution of this Contract by the last party executing the same through the offices of Chicago Title Insurance Company, Lake County Division, 15 South County Street, Waukegan, Illinois 60085, or at such other place as is mutually agreed upon by the parties.

11. Purchaser represents that no real estate broker was involved in this transaction

12. Seller acknowledges that it has obtained a survey and legal description of the land described herein as prepared by Thacker Engineering Office, 226 Washington Street, Waukegan, Illinois, said survey being dated October 9, 1968, as revised November 21, 1968. It is understood that the survey will be further revised to include easements and other matters as provided in this Contract. The cost of said survey and revisions of the survey shall be paid for at time of closing by Purchaser.

13. Seller agrees that upon execution of this Contract by both parties to take immediate action to install, relocate or replace, as the case may be, the following items, and to pursue such work to completion:

	ESTIMATED COST
A section of the overhead 12 inch steam line and trestle	$ 3,000.00
A section of the railroad tracks and gantry rail	3,000.00
Relocate railroad bumpers	300.00
Relocate an estimated 1000 lineal feet of security fencing	3,000.00
New railroad gate and an estimated 150 lineal feet of new security fencing	1,000.00

	ESTIMATED COST
New boilerblow-down tanks and piping. To replace lagoon	$ 2,500.00
Relocate and install bank of three transformers	4,000.00
New underground primary electrical system	36,000.00
TOTAL	$ 52,800.00
Administration, supervision and processing	22,920.00
TOTAL	$ 75,720.00

The time for closing this transaction as provided for in Clause 10 shall be automatically extended if the above items are not completed within the stated time in Clause 10 since it is contemplated by the parties that the above work shall be completed prior to closing and delivery of deed. Provided further, however, that with the prior agreement of Purchaser, the closing of this transaction may take place prior to completion of the above items, but when the total actual cost has been determined. In any event, upon closing and delivery of deed, Purchaser shall pay to Seller the actual cost incurred for the above items plus $22,920.00 for administration, supervision and processing. It is expressly understood that the above estimates of cost are

estimates only and Purchaser shall be obligated to pay actual cost for the above items based upon statements of cost in the form of itemized and paid invoices to be submitted to Purchaser by Seller when the work is completed.

14. Upon closing it is agreed by the parties that Seller shall reserve an easement for maintenance and repair and operation of an existing 24 inch water intake line situated on the property described herein to be sold to Purchaser. Said easement may be in a separate instrument or be reserved in the deed of conveyance and shall permit Seller the right to free access at all times to the property for repair, maintenance or improvement of the 24 inch water intake line. The easement shall be 20 feet wide and shall be described by a survey prepared by Thacker Engineering Company.

15. All documents to be delivered and all notices to be given by either party shall be in writing and given by personal delivery or sent by registered mail addressed to the Purchaser as follows: OUTBOARD MARINE CORPORATION,

Waukegan, Illinois 60085;

and to the Seller as follows: GENERAL MOTORS CORPORATION, Attention: Executive in Charge of Real Estate, Argonaut Realty Division, 485 West Milwaukee Avenue, Detroit, Michigan 48202.

16. This Contract constitutes the entire agreement between the parties. It cannot be changed except by a written instrument signed by the party consenting to such modification.

17. The stipulations herein bind the successors and assigns of Seller and the successors and assigns of Purchaser.

IN WITNESS WHEREOF, SELLER has signed and sealed this instrument this 14th day of August, A.D. 1969, and PURCHASER has signed and sealed this instrument this 7th day of August, A.D. 1969.

In the presence of:

CAROLINE M. JOHNSTON

CAROLYN J. WHEELER

GENERAL MOTORS CORPORATION

BY

E. C. RILEY

Vice President

ATTEST

W. M. COLLINS

Assistant Secretary

In the presence of:

Martha Sroat

OUTBOARD MARINE CORPORATION

BY

ATTEST

westerly fifty feet (50') of said easterly one hundred feet (100') of said tract.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations by said City of Waukegan to the Company in hand paid, receipt of which is hereby acknowledged, the Company hereby gives and grants unto the City of Waukegan a perpetual easement to maintain and use a roadway on and along the westerly fifty feet (50') of said easterly one hundred feet (100') of said tract of land in which fifty feet (50') is contained the approximate twenty-five feet (25') on which the present roadway is situated, subject to the right on the part of the Company to change such location as hereinafter provided, it being understood and agreed that said City of Waukegan acquires no right in respect of said tract of land or any part thereof except such easement to maintain and use said roadway for all street purposes, and that, subject to such easement, the Company retains the entire right, title and interest in and to said tract of land including all accretions thereto and riparian rights appurtenant thereto.

It is expressly understood, and is a condition of the grant of said easement hereby made, that the Company shall have the right at any time to change the location of said easement from the location herein described easterly to any other location on the tract of land described in said deed from William A. Baehr and wife to the Company, but in such event the location of said roadway thereon shall be so changed at the expense of the Company and such relocated roadway shall connect with any then existing roadways at the North and South property lines of said tract of land and east of the west line of the easterly one hundred feet (100') of said tract herein referred to and shall be substantially as well constructed and as passable as the present roadway. Upon any such relocation the easement hereby granted as to the old location shall cease and such easement shall thereafter be deemed to exist in respect of such relocated roadway. The right to relocate such roadway under the conditions hereinbefore set forth may be exercised as often as in the judgment of the Company the proper conduct of the operations in which it is engaged on its tract of land shall require.

It is further expressly understood, and is a condition of the grant of said easement hereby made, that the Company reserves the right at any time, and from time to time, to construct and maintain pipes, mains, tunnels, conveyors, bridges, viaducts and other structures or apparatus of any kind or character, whether similar to or dissimilar from those hereinbefore mentioned, over and under said roadway and to lay railroad tracks or other similar tracks across the same, but always in such way and manner as not to unduly interfere with the normal use of said roadway, and provided further that a full vertical clearance of sixteen (16'-0") feet be given all overhead structures, bridges and apparatus above elevation 586.6'-U.S. Government datum.

All of the provisions herein contained shall bind and inure to the benefit of the successors and assigns of the parties hereto, and shall be deemed to be covenants and conditions running with the land.

IN WITNESS WHEREOF, said NORTH SHORE COKE & CHEMICAL COMPANY has caused this indenture to be executed in its name and behalf by its Vice-President and its corporate seal to be hereunto affixed and to be attested by its Assistant Secretary all on the day and year first above written.

NORTH SHORE COKE & CHEMICAL COMPANY,

By A. C. Simers,
Vice-President.

Doc. No. 415383, Filed August 2nd A. D. 1935 at 2 o'clock P. M.

THIS INDENTURE, made and entered into this 31st day of July A. D. 1935, by and between NORTH SHORE COKE & CHEMICAL COMPANY, a corporation of the State of Delaware, (herein called the "Company"), and the CITY OF WAUKEGAN, a municipal corporation of the State of Illinois,

W I T N E S S E T H :

That Whereas, the Company is the owner of all that certain real estate in the County of Lake in the State of Illinois, more fully described in a certain warranty deed executed by William A. Baehr and Mabel S. Baehr, his wife, to the Company dated March 14, 1927, and recorded in the office of the Recorder of Lake County, Illinois, on the 14th day of March, 1927, in Book 262 of Deeds at page 608, as Document Number 195716, to which said deed and the record thereof as aforesaid reference is hereby made; and

Whereas there is now located upon the easterly one hundred feet (100') of said tract of land a private roadway approximately twenty-five feet (25') in width situated on the

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STATE OF ILLINOIS }
COUNTY OF C O O K } SS:

I, Alfred Evers, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me A. C. Winters, and G. L. Aiken, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice President and Assistant Secretary, respectively, of North Shore Coke & Chemical Company, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act as such Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said North Shore Coke & Chemical Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 31 day of July 1935.

Alfred Evers,
Notary Public,
Cook County, Ills.

Alfred Evers
Notary Public

The City of Waukegan, the Grantee named in the within and foregoing instrument, hereby accepts the easement provided for therein upon the terms and conditions therein stated.

Dated July 31, 1935.

THE CITY OF WAUKEGAN,

By Mancel Talcott,
Mayor.

ATTEST:

Frank G. Wallin,
City Clerk.

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, FRANK J. NUSTRA, Recorder of Deeds in and for the County of Lake in the State of Illinois and Keeper of the records and files thereof, do hereby certify that the attached and foregoing is a true, correct and complete copy of Document No. 415382 as recorded on the 2nd day of August A.D. 1935, as fully as the same appears from the records thereof now in my office remaining.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of said Recorder of Deeds at my office in the City of Waukegan, Illinois, this 14th day of November, A.D. 1968.

Frank J. Nustra
Recorder of Deeds, Lake County, Illinois
By Esther S. Palm
Deputy

This Lease, dated October 20, 1971,

between GENERAL MOTORS CORPORATION, a Delaware Corporation, with its principal place of business at 3044 West Grand Boulevard, Detroit, Michigan 48202,

hereinafter called the Lessor, and OUTBOARD MARINE CORPORATION, 100 Pershing Road, Waukegan, Illinois 60085,

hereinafter called the Lessee,

Witnesseth:

PREMISES The Lessor hereby lets to the Lessee, and the Lessee hires from the Lessor:

For description of premises see Exhibit A attached hereto and made a part hereof,

USE OF PREMISES with the appurtenances, to be used for parking, storage and office building use

TERM for a term commencing October 15, 1971 and expiring November 14, 1971, and thereafter on a month to month basis until cancelled by either party on thirty (30) days prior written notice at the monthly rent of ONE HUNDRED DOLLARS ($100.00

RENT ~~sixty yearly rent of~~ payable in advance on the first business day of each and every month during the term.

payable in equal or proportionate installments of ..... in advance on the first business day of each and every month during the term.

The parties hereto covenant and agree with each other as follows:

PAYMENT OF RENT **FIRST:** That the Lessee shall pay the rent at the times and in the manner aforesaid to Argonaut Realty Division of General Motors Corporation, Argonaut Building, 485 West Milwaukee Avenue, Detroit, Michigan 48202.

REPAIRS **SECOND:** That the Lessee has inspected the premises and found them to be in good and acceptable condition. That the Lessee shall keep, and at the expiration of the term will remove its goods and peaceably yield up the premises, in as good order and condition as when delivered to it ordinary wear and tear, damage by fire, windstorm, casualty and act of God or the public enemy excepted.

EASEMENTS **THIRD:** That the enjoyment and use of all entrances, exits, approaches and means of entrance and approach, now existing in favor of the demised premises shall not be interfered with or interrupted by any act or assent of the Lessor during the term of this Lease.

ASSIGNMENT **FOURTH:** That the Lessee shall not assign, mortgage or encumber this Lease nor sublet the premises without the prior written consent of the Lessor in each instance.

NEGATIVE COVENANTS **FIFTH:** That the Lessee shall not consent to any unlawful use of the premises and shall comply promptly with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal Governments and of any of their departments and bureaus applicable

to said premises. Lessee shall also comply promptly with all rules and regulations of the fire insurance underwriters, except that Lessee shall not be required to make any alterations which are necessitated by structural defects.

VIEWING PREMISES

SIXTH: That the Lessor and its representatives shall have the right to enter upon said premises or any part thereof at all reasonable hours for the purpose of examining the same or making such repairs or alterations thereto as may be necessary for the safety and preservation thereof, and the Lessee also agrees to permit the Lessor or its representatives to show the premises to persons interested in purchasing or leasing the property and to place upon said premises the usual notices "To Let" and "For Sale", which notices Lessee shall permit to remain without molestation. It is agreed, however, that a "To Let" notice shall not be posted except during the six months' period prior to the expiration of Lessee's term.

DEFAULT

SEVENTH: That if the premises or any part thereof shall be deserted or become vacant during the term, or if any default be made in the payment of the rent or in the performance of any of the covenants herein contained, and such default shall continue for a period of ten days after notice thereof in writing to Lessee, the Lessor may re-enter the premises by force, summary proceedings or otherwise, and remove all persons and their effects therefrom without being liable to prosecution therefor, and may hold the premises as if this Lease had not been made and the Lessee shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein. Lessor may at its option in the event of such default rent the premises on behalf of the Lessee, and shall have the right to rent the premises for a longer period of time than fixed in the original Lease without releasing the original Lessee from any liability. Any moneys so collected shall be applied, first, to the expense of resuming or obtaining possession, second, to restoring the premises to a rentable condition and then to the payment of the rent and all other charges due from the Lessee to the Lessor. Any surplus shall be paid to the Lessee, who shall remain liable for any deficiency.

LESSOR'S LIABILITY

EIGHTH: That the Lessor is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said premises, or from any damage or injury resulting or arising from any other cause or happening, whatsoever, unless said damage or injury is caused by or due to the negligence of the Lessor, its officers, employees, agents and invitees.

SUBORDINATION

NINTH: That this Lease shall be subject and subordinate to the lien of any mortgages hereafter placed on the premises and Lessee agrees to execute and deliver upon demand in confirmation of such subordination, such further instruments as shall be required by any mortgagees or proposed mortgagees. In the event that Lessee shall fail to execute and deliver any such instrument or instruments after ten days' notice in writing requesting the same, Lessee hereby appoints Lessor the attorney in fact of Lessee irrevocable to execute and deliver any such instrument or instruments on behalf of Lessee.

INSOLVENCY OF LESSEE

TENTH: That if at any time proceedings in bankruptcy, or pursuant to any other act for the relief of debtors, shall be instituted by or against Lessee, or if Lessee shall compound Lessee's debts, or assign over Lessee's estate, or effects, for payment thereof, or if any execution shall issue against Lessee, or any of Lessee's effects whatsoever, or if a receiver or trustee shall be appointed of Lessee's property, or if this Lease shall by operation of law devolve upon or pass to any person or persons other than Lessee, then and in each of said cases, Lessor may terminate this Lease forthwith by notifying Lessee as herein provided. Upon such termination, all sums due and payable, or to become due and payable by Lessee, shall at once become due and payable.

INCREASE IN INSURANCE RATE

ELEVENTH: That Lessee will pay for all gas, electricity, water or fuel consumed on the premises and shall remove, or cause to be removed, all ice, snow and debris from the roof and the sidewalks of said premises. That if Lessee shall do anything in said premises or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein, which will in any way increase the rate of insurance on said premises, then Lessee agrees to pay on demand any such increase or forthwith to remedy the cause of said rate increase and pay any increase in premium which may have accrued prior thereto.

NON-WAIVER

TWELFTH: That the failure of the Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants. This instrument may not be changed, modified or discharged orally.

CONDEMNATION

THIRTEENTH: In the event the premises or any part thereof are taken or condemned for any temporary or permanent public use, then in that event, at the option of the Lessor this Lease shall terminate as to the part so taken and there shall be no apportionment of the award but any unearned rent paid in advance shall be refunded to the Lessee.

FIRE CLAUSE

FOURTEENTH: That in case of fire or other damage to the premises, the Lessee shall give immediate notice to the Lessor. If such damage is partial, the Lessor will thereupon cause the premises to be repaired as speedily as possible, and if the damage is not due to the act or negligence of the Lessee, a just proportion of the rent reserved according to the extent to which the premises have been rendered untenantable shall abate until the premises have been restored, but if the premises

shall be substantially destroyed, either party may serve notice upon the other, within ten (10) days after such destruction, of its intention to terminate this Lease and upon the receipt of such notice, this Lease shall terminate and Lessee shall surrender the premises and pay all accrued rent to the date of such surrender.

LIABILITY INSURANCE

FIFTEENTH: That Lessee shall furnish the Lessor with policies of public liability insurance, insuring the Lessor in amounts and issued by companies satisfactory to Lessor.

NOTICES

SIXTEENTH: That all notices to be given hereunder by either party shall be in writing and shall be sent by registered mail with postage prepaid, and if intended for Lessor, shall be addressed as hereinbelow specified, and if intended for Lessee, shall be addressed to Outboard Marine Corporation, 100 Pershing Road, Waukegan, Illinois 60085 until either party shall designate by written notice a new address to which such notices shall thereafter be addressed and mailed and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when deposited in any post office or in any post office box regularly maintained by the Federal Government. Provided, however, that it is mutually agreed that the Lessor appoints the Manager, the Executive in Charge of Real Estate and the Assistant Secretary (Secretaries) of Argonaut Realty Division of General Motors Corporation, Argonaut Building, 485 West Milwaukee Avenue, Detroit, Michigan 48202, as its agents and that any one of them may give all notices and receive all notices to be given hereunder, and may receive the rent, and notices shall be sent to any one of said agents and not otherwise. The right is hereby reserved by the Lessor to countermand such appointments and make others consistent herewith, due notice of which shall be given by the Lessor to the Lessee.

EXCAVATION ON ADJACENT PREMISES

SEVENTEENTH: In the event that an excavation is to be made for any purpose upon land adjacent to the premises hereby leased, Lessee shall afford to the person who is to cause such excavation license to enter upon the premises hereby leased for the purpose of doing such work as said person shall deem necessary to preserve the building on the demised premises from injury, and in any such case, the Lessee shall notify the Lessor.

ADDITIONAL RENT

EIGHTEENTH: That if Lessee shall default in the performance of any covenant on its part to be performed, Lessor may perform same at the expense of the Lessee, and any expense so incurred shall be deemed to be additional rent and shall be due from the Lessee on the first day of the month following the incurring of such expense.

ALTERATIONS

NINETEENTH: That Lessee will not make any alterations or add any construction whatsoever to the premises without the prior written consent of the Lessor in each instance, and if the Lessee makes any alterations or adds any construction, such additional construction or alterations shall be removed at the expiration of the term and the premises shall be restored at the sole expense of the Lessee to the condition existing prior to Lessee's taking possession.

NO ABNORMAL LOADING

TWENTIETH: That Lessee will store only such equipment and material in such quantity and weight as the buildings in their present condition are fitted for and the Lessee further agrees that in storing such equipment and material it will not stress the building's floors or supports beyond their normal capacity.

WAIVER OF SUBROGATION

TWENTY-FIRST: The Lessor and the Lessee waive all rights, each against the other, for damages caused by fire or other perils covered by insurance where such damages are sustained in connection with the occupancy of the leased premises.

QUIET POSSESSION

TWENTY-SECOND: The Lessor covenants that the Lessee on paying the rent and performing the covenants herein contained may peacefully and quietly have, hold and enjoy the premises for the term aforesaid, provided, however, that this covenant shall not be binding upon the Lessor after it ceases to be the owner of the premises.

TWENTY-THIRD: The Lessee shall be responsible for all repairs and maintenance and replacements to the buildings and premises, both exterior and interior, and Lessor shall have no obligations with reference to maintenance repairs and replacements whatsoever.

TWENTY-FOURTH: Lessee shall have the right to connect and install a steam line from Lessee's heating plant adjoining the demised premises to the office building on the demised premises. Lessee covenants that Lessee will maintain sufficient heat during the winter season so that no damage to the building or plumbing will occur as a result of freezing.

TWENTY-FIFTH: The Lessee is hereby granted the right to change all locks on the demised premises in order to adequately secure the property and protect same from vandalism and other hazards and perils. Lessee covenants that Lessee will maintain its own security police force in connection with the demised premises.

TWENTY-SIXTH: In the event Lessee purchases the demised premises from Lessor, rent paid pursuant to this Lease shall be credited on the sale price upon closing settlement and delivery of Deed.

The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

In Witness Whereof, Lessor has signed and sealed this instrument this 16th day of November A.D. 1971, and Lessee has signed and sealed this instrument this 4th day of November A.D. 1971.

In the presence of:

K. R. Trask

K. R. Trask

P. E. Merritt

P. E. Merritt

GENERAL MOTORS CORPORATION

BY [signature]

R. W. Decker

Vice President

ATTEST [signature]

K. C. MacDonald

Assistant Secretary

FORM APPROVED (ROSS L. MALONE) GENERAL COUNSEL

EXECUTION RECOMMENDED ARSENAUT REALTY DIVISION

BY [signature]

In the presence of:

[signature]

[signature]

OUTBOARD MARINE CORPORATION

BY C D Strang

VICE PRESIDENT

ATTEST [signature]

SECRETARY

THIS INSTRUMENT PREPARED BY:

3014 West Grand Boulevard
Detroit, Michigan 48202

AGREEMENT, made this 25th day of June, 1947, between NORTH SHORE GAS COMPANY, an Illinois corporation of 209 Madison Avenue, Waukegan, Illinois, hereinafter described as the seller, and WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to do business in the State of Illinois, of Waukegan Illinois, hereinafter described as the purchaser,

W I T N E S S E T H:

That the seller agrees to sell and convey, and the purchaser agrees to purchase, all that lot or parcel of land, with the buildings and improvements thereon, in the Township of Waukegan, County of Lake, and State of Illinois, described as follows:

> That part of the Northwest Quarter of Section 22, Township 45 North, Range 12 East, of the Third Principal Meridian in Lake County, Illinois, described as:
>
> Commencing at the Southwest Corner of the Northwest Quarter of Section 22, Township 45 North, Range 12 East, in Waukegan Township, Lake County; thence Northeasterly, making a Northeast angle of 89° 29' with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; Thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly with and along said Northwesterly line of Harbor Street and making a Northeasterly angle of 75° 12' 10" with the last described course extended East 119.43 feet to a point; Thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle of 60° 1' 15" with the last described course extended East 417.44 feet to the point of beginning; Thence East parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22 and making a Southeasterly angle of 119° 58' 45" with the last described course,

1,389.49 feet, more or less, to a point on the shore line of Lake Michigan (this course to be known as the first course); Thence Northwesterly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby described, being the said first course (this course along said shore line to be known as the second course) said shore line being approximately as follows: running Northerly and making a Northwesterly angle of 88° 55' with said first course 179.16 feet to a point; Thence Northeasterly continuing along said shore line and making a Northeasterly angle of 4° 59' 15" with last described course extended Northerly 675.5 feet to a point; Thence continuing Northeasterly with and along said shore line and making a Northeasterly angle of 4° 52' 45" with last described course extended Northerly 573.67 feet to a point (end of description of shore line); Thence West 1250.39 feet to a point (this course to be known as the third course); the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; Thence Southwesterly, making a Southeasterly angle of 100° 31' 36" with last described course (being the said third course)1430.2 feet to a point (this course to be known as the fourth course); Thence continuing Southwesterly and making a Southwesterly angle of 19° 27' 9" with the last described course, extended Southerly (being fourth course), 16.03 feet to the point of beginning (this course to be known as the fifth course).

Together with all ovens, fixtures, apparatus, machinery, equipment and fittings installed in or located on said premises and used in connection therewith in the operation of said premises as a gas plant and/or coke plant, as well as docks, piers and abutments.

Together with all accretions thereto and the riparian rights appurtenant thereto, but subject to any right, title and interest of the Elgin, Joliet and Eastern Railroad in and to the steel rails, ties and switches and other materials of the railroad track upon said premises.

The foregoing tract is to be conveyed subject to zoning and building ordinances, the existing channel across said premises, and to all the terms, conditions and covenants contained in the certain deed of Elgin, Joliet and Eastern Railway Company dated March 14, 1927

(recorded March 16, 1927, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, page 610, as Document No. 295,717), conveying said premises to William A. Baehr, the obligations whereof the North Shore Coke & Chemical Company (a Delaware corporation) assumed as grantee in the certain deed of said William A. Baehr and Mabel S. Baehr, his wife, dated March 14, 1927, (recorded March 16, 1927, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, page 608, as Document No. 295,716) as modified or discharged by (i) a certain deed from said corporation to the City of Waukegan, Illinois, dated October 27, 1927 (recorded April 22, 1929, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 335 of Deeds, page 582, as Document No. 335250) conveying a strip of land one hundred (100) feet in width across said property; (ii) a certain deed from the City of Waukegan, Illinois, to said corporation, dated July 30, 1935 (recorded July 31, 1935 in the office of the Recorder of Deeds of Lake County, Illinois, in Book 413 of Deeds, page 277 as Document No. 415306) reconveying the said strip of land one hundred (100) feet in width to the Coke Company, and (iii) a certain deed from said corporation to the City of Waukegan, Illinois, dated July 31, 1935 (recorded August 2, 1935, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 413 of Deeds, page 288, as Document No. 415,382) conveying a perpetual easement to the City of Waukegan to maintain and use a roadway on and along a strip of land fifty (50) feet in width across the above described premises;

Together with all personal property used or useful located or used at the Coke plant.

Together with all supplies of breeze fuel, sulphuric acid, arsenate, oil, tar, ammonium sulphate, soda ash, repair parts, and other operating materials and supplies and coke on hand at 7:00 A.M., (Central Daylight Saving Time), of the day on which the deed and bill of sale are deposited in escrow as hereinafter provided, and for which purchaser shall, in addition to the purchase price mentioned below, reimburse seller for its cost. Seller shall not be obligated to pay purchaser for any coal of purchaser delivered to seller prior to the deposit in escrow of deed and bill of sale, but any coke manufactured from said coal and by-products thereof shall be the property of purchaser and shall be segregated from all

other coke owned by seller. Purchaser shall reimburse seller for seller's costs of labor in the period commencing with the use of purchaser's coal and ending with the date of deposit in escrow of the deed and bill of sale. Any orders for operating materials and supplies made by seller for delivery at its Coke Oven Plant and delivered after the deposit in escrow of the deed and bill of sale shall be the obligations of purchaser, and purchaser agrees to hold harmless seller against any liability or costs with respect thereto.

The price is $650,000.00, payable as follows: Two Hundred Fifty Thousand Dollars ($250,000.00) in escrow, in cash, lawful money of the United States or a certified check on the signing of this contract, (the receipt whereof is hereby acknowledged) and the payment of the balance of Four Hundred Thousand Dollars ($400,000.00) in escrow, in cash, (plus the amount of reimbursement for cost of operating materials and supplies and labor as aforementioned) lawful money of the United States or by certified check on the delivery of the deed and bill of sale as hereinafter provided.

Upon the execution of this agreement by the parties hereto, there shall be placed in escrow with the Chicago Title and Trust Company, Chicago, Illinois, under an appropriate escrow agreement, the terms of which are to be agreed upon by the parties, the earnest money in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) heretofore mentioned, and the balance of the purchase price, by the purchaser, and a deed and bill of sale by the seller; said escrow to provide that upon the further deposit in said escrow of a certified copy of an order of the Illinois Commerce Commission authorizing the transaction herein provided for and a release of the Continental Illinois

National Bank and Trust Company of Chicago, Trustee, as hereinafter mentioned, and the grants of easement by purchaser to seller as hereinafter provided, the said escrow agent shall deliver the deposited funds and the release to the seller and the deed and bill of sale to the purchaser, said escrow agreement to contain such further terms and conditions as may be agreed upon by the seller and purchaser.

The following are to be apportioned as of the date of closing:

> Seller shall, prior to the date of deposit in escrow of the deed and bill of sale to purchaser, pay all real estate taxes assessed against the property with respect to the year 1946, and real estate taxes with respect to the year 1947 shall be apportioned between seller and purchaser so that seller shall pay to purchaser in respect of 1947 real estate taxes a pro rata amount thereof, based on 1946 taxes, from January 1, 1947, to the date of the deed and bill of sale.

This sale covers all right, title and interest of the seller to any land lying in the bed of any street, road or avenue open or proposed, in front of or adjoining said premises, to the center line thereof, including the perpetual right to the easement which provides for ingress and egress to the site, and all right, title and interest of the seller in any award for damage to said premises by reason of the change of location or grade or any street, avenue and easement. The seller will execute and deliver to the purchaser, on closing of title or thereafter upon demand, all proper instruments for the conveyance of such rights and title including the assignment and right of collection of any such award.

If, at the time of the delivery of the deed, the

premises, or any part thereof, shall be affected by an assessment or assessments which are, or may become, payable in installments of which the first installment is then a charge or lien, or has been paid, then for the purpose of this contract, all the unpaid installments of any such assessments, including those which are to become due and payable after delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby, and shall be paid and discharged by the seller upon the delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid by the seller if the work has been completed prior to closing.

All notices of violation of law or municipal ordinances affecting the premises shall be complied with by the seller, and the premises shall be conveyed free of the same, and this provision of the contract shall survive delivery of the deed. The seller warrants that the buildings on the premises do not violate any restriction, regulation or ordinance. If the existing restrictions, regulations, or ordinances do not permit the use of said premises for a coke plant, then, at the option of the purchaser exercised within thirty days from date of delivery of deed to purchaser by escrow agent, this contract shall become null and void, and the seller shall refund to the purchaser all payments made hereunder, and reimburse the purchaser for the reasonable expenses of title examination, tax search and survey if incurred by purchaser.

Seller acknowledges that in purchasing the assets described herein, purchaser is not assuming any of seller's liabilities except as otherwise expressly provided for herein. Seller understands that purchaser is not taking over any of

seller's employee organizations, employee contracts or employees as such although it is recognized that purchaser, its successors or assigns, in maintaining and/or beginning operation of a coke plant on the premises described herein may hire some or even all of the employees who are on seller's employment rolls at said premises at the time of consummation of this agreement. As to such employees seller acknowledges that purchaser is not liable for any Wage and Hour Claims, Unemployment Compensation Claims or any claims of any nature whatsoever arising out of or in any way connected with their employment by seller prior to the date of execution of this agreement. The provisions of this paragraph shall survive the delivery of the deed and bill of sale.

Seller agrees to indemnify and save harmless purchaser, its successors and assigns, from all loss, damage or expenses of any kind or nature arising out of or in any way connected with any claims whatsoever under the Illinois Workmen's Compensation Law and/or the Illinois Occupational Disease Act pending as of the date hereof. This provision shall survive the delivery of the deed and bill of sale.

This agreement constitutes the entire contract between the parties; it cannot be changed except by a written instrument, signed by the party consenting to such modification.

Subject to purchaser's right of determination whether existing restrictions, regulations or ordinances permit the use of said premises as a coke plant and purchaser's option to terminate as aforesaid, risk of loss or damage arising from the operation of said premises by purchaser on and after July 1, 1947 is assumed by purchaser. Risk of loss or damage to said premises from any other cause until delivery of deed and bill of sale is assumed by seller.

Purchaser agrees that concurrently with delivery of the deed and the bill of sale to purchaser, it will grant to

seller a perpetual easement with respect to:

1. An existing 16-inch transmission line from the north line of the property, and an existing 4-inch transmission line connected thereto and extending to the south line of the Coke Plant property, and lying in that part of the premises over which there exists an easement for roadway purposes.

2. An existing 16-inch transmission line beginning at the south end of the above mentioned 16-inch line and running westerly to the meter house; also an existing 6-inch transmission line connected with the last mentioned 16-inch line and running southerly to the south line of the Coke Plant property, retaining the right to revoke the easements referred to in this paragraph upon ninety days prior written notice.

Said easements are to be more particularly described in the conveyances thereof to be deposited in the aforementioned escrow, and are to provide that seller shall have full responsibility with respect to the care, maintenance, operation and replacement thereof and purchaser shall have no liability whatever with respect thereto and shall be fully indemnified by seller with respect thereto

Anything herein to the contrary notwithstanding the property to be conveyed to the purchaser shall not include the metering equipment located in the meter house, such equipment to be and remain the property of seller, and purchaser agrees that such equipment may remain upon purchaser's property acquired under the terms of this agreement without charge to seller and may be removed by seller provided however that seller agrees to remove said metering equipment from purchaser's property at any time upon sixty (60) days' prior written notice from purchaser requesting such removal, and provided further, while said equipment remains upon purchaser's property, purchaser shall have no liability whatsoever with respect thereto and be fully indemnified by seller with respect thereto.

All documents to be delivered and all notices to be given to the purchaser shall be in writing and given by personal delivery to Waukegan Coke Corporation, or shall be sent by registered mail addressed as follows: Waukegan Coke Corporation, Waukegan, Illinois.

Seller represents that the contract herein has been reviewed by the Board of Directors of North Shore Gas Company and that the persons signing this contract on behalf of seller have been duly authorized by the Board of Directors of North Shore Gas Company and that seller will take all corporate action necessary for the purpose of making a complete and valid transfer of the real and personal property and all rights as herein provided, including proper action by its Board of Directors, and such necessary action by its stockholders and/or bondholders as may be required. If such action is not required by its stockholders, opinion of counsel to that effect should be furnished, including a proper affidavit by officers of seller, in such form as shall be approved by counsel of purchaser, to the effect that there are no liens against such property.

Anything herein to the contrary notwithstanding, the obligation of the seller to sell, obligation of the purchaser to purchase the property to be sold hereunder, shall be subject to the following conditions precedent:

(a) The Illinois Commerce Commission shall have issued an appropriate order consenting to and approving of this agreement and the sale and the conveyance herein provided for;

(b) Any other Federal, State, or local authority having jurisdiction in the premises shall have issued an appropriate order authorizing the sale and conveyance herein provided for; and

(c) Continental Illinois National Bank and Trust Company of Chicago, as Trustee under the Indenture of seller dated December 1, 1941, shall have executed and delivered an instrument of release such of the property to be sold hereunder as is subject to the lien of the said Indenture from the lien of said Indenture.

If the above mentioned orders and release shall not have been obtained within the period of twenty days from the date of execution of this agreement, then this agreement shall terminate, without any liability on the part of either of the parties hereto to the other party.

The deed shall be a full covenant and warranty deed, in proper form for recording, and shall be duly executed and acknowledged by the seller, at the seller's expense, and shall be in such form as is acceptable to counsel for purchaser. Any necessary revenue stamps shall be affixed to the deed and paid for by the seller.

The bill of sale, assignment or such other documents as are required for the proper transfer of title to all personal property referred to herein shall include an adequate description of all personal property and shall transfer and convey a good, indefeasible, marketable and unencumbered title thereto and be in a form satisfactory to counsel for purchaser.

The seller agrees that L. J. Sheridan & Company, of Chicago, Illinois, is the broker entitled to a commission by reason of this sale, and seller agrees to pay said broker all commissions to which he is entitled. Seller agrees that should any claim be made for broker's commission other than that payable to L. J. Sheridan & Company through or on account of any acts of seller or seller's representatives, seller will hold

purchaser free and harmless of any and all liability. This provision shall survive the delivery of the deed.

IN WITNESS WHEREOF, the seller and purchaser have signed and sealed these presents the day and year first above written.

NORTH SHORE GAS COMPANY

By A W Conover
President

Attest C J Mulhollan
Secretary

WAUKEGAN COKE CORPORATION

By Thomas E. Strachan, Jr.
President

Attest Walter S Kaplan
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF ~~LAKE~~ Cook)

On this 7th day of June, 1947, before me appeared A.W. Conover and C.J. Mulhollan to me personally known, who, being by me severally duly sworn, did say that they were, respectively President and Secretary of the North Shore Gas Company, a corporation created and existing under the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority

of its Board of Directors; and the said President and Secretary acknowledged the said instrument to be the free act and deed of said North Shore Gas Company.

Maria E. Pringle
Notary Public, ~~Lake~~ Cook County, Illinois

My commission expires:
Oct. 21, 1950

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this 25th day of June, 1947, before me appeared Thomas C. Strachan Jr. and Walter S. Deffenbaugh to me personally known, who, being by me severally duly sworn, did say that they were, respectively President and Secretary of the Waukegan Coke Corporation, a corporation created and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said President and Secretary acknowledged the said instrument to be the free act and deed of said Waukegan Coke Corporation.

Marian S. Sauer
Notary Public, Lake County, Illinois

My commission expires:
Feb. 6, 1950

AGREEMENT made this 26th day of June, 1947 between Waukegan Coke Corporation, a Delaware corporation duly authorized to do business in Illinois, first party, and North Shore Gas Company, an Illinois corporation, second party.

WHEREAS first party and second party did on June 25, 1947 enter into a certain written contract providing for the sale and conveyance to first party by second party of certain real and personal property situated in Waukegan, Lake County, Illinois, more specifically described and identified in said contract and further providing for the granting by first party to second party of certain easement grants, all upon terms and conditions fully set forth in said contract; and

WHEREAS second party is now the record owner of the title to said property; and to effectively transfer and convey to the first party the property described in said contract dated June 25, 1947 (hereinafter called the "Contract") it is necessary that certain requirements be met, including obtaining of a release from the Indenture Trustee hereinafter mentioned, and the obtaining of an order of Illinois Commerce Commission authorizing the transaction provided for in said Contract; and

WHEREAS the Contract provided for establishment of an escrow in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, this agreement witnesseth:

For and in consideration of the premises and the sum of one dollar and other good and valuable considerations by each of the parties hereto to the other in hand paid, the parties

do hereby agree as follows:

First. That first party deposits herewith with Chicago Title and Trust Company an executed copy of the Contract together with a certified check in the sum of $250,000.

Second. That first party will deposit within twenty days from June 25, 1947 the balance of $400,000 (the total purchase price of the property being $650,000).

Third. That first party will deposit within twenty days from June 25, 1947 easement grants provided for in said Contract as follows:

1. An existing 16-inch transmission line from the north line of the property, and an existing 4-inch transmission line connected thereto and extending to the south line of the Coke Plant property, and lying in that part of the premises over which there exists an easement for roadway purposes.

2. An existing 16-inch transmission line beginning at the south end of the above mentioned 16-inch line and running westerly to the meter house; also an existing 6-inch transmission line connected with the last mentioned 16-inch line and running southerly to the south line of the Coke Plant property, retaining the right to revoke the easements referred to in this paragraph upon ninety days prior written notice.

Fourth. That second party will deposit within twenty days from June 25, 1947

1. A certified copy of an order of Illinois Commerce Commission consenting to and approving the Contract and the sale and conveyance therein provided for.

2. A certified copy of the order of any other Federal, State or local authority having jurisdiction in the premises authorizing the sale and conveyance provided for in the Contract.

3. A duplicate original or certified copy of an instrument releasing from the lien of a certain Trust Indenture, dated December 1, 1941, of second party to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, such of the property to be sold and conveyed under the Contract as is subject to the lien of the said Indenture.

4. Warranty Deed conveying to first party the real property described in the Contract.

5. Bill of Sale to first party of the personal property described in the Contract.

Fifth. That Illinois Title Company, of Waukegan, Illinois, has issued its preliminary report on title guarantee application number 63174, and Illinois Title Company ~~and/or~~ is ~~Chicago Title and Trust Company are~~ prepared to issue their owner's title insurance policy to first party, in the sum of $650,000, subject to the usual terms and conditions guaranteeing title, and subject to certain exceptions set forth in the aforementioned preliminary report. When the said Illinois Title Company ~~and/or Chicago Title and Trust Company of Chicago are~~ is prepared to waive the exceptions numbered 7, 20, 21 and 22 set forth in the said preliminary report on title, and when the funds mentioned in the preceding paragraph numbered Second hereof, and the documents mentioned in the preceding paragraphs numbered Third and Fourth hereof, have been deposited as aforementioned, then Chicago Title and Trust Company is hereby authorized to:

(a) Record in the office of the County Recorder of Deeds, Lake County, Illinois, and deliver to first party, the documents set forth in the preceding paragraph numbered Fourth hereof; and

(b) deliver to second party the deposited cash mentioned in the preceding paragraphs numbered First and Second hereof and to record in the

office of the County Recorder of Deeds, Lake County, Illinois, and deliver to second party, the documents mentioned in the preceding paragraph numbered Third hereof.

Sixth. That if Chicago Title and Trust Company shall not have taken the action described in sub-paragraphs (a) and (b) in the preceding paragraph numbered Fifth hereof by the close of business on July 15, 1947, then Chicago Title and Trust Company shall return to the first party the cash deposited by it under the preceding paragraphs First and Second hereof and the grants deposited under the preceding paragraph Third hereof, and shall return to second party all of the documents deposited by it under the provisions of paragraph Fourth hereof, and then and thereupon all right and authority of Chicago Title and Trust Company under the provisions of this agreement shall be terminated.

IN WITNESS WHEREOF the first party and the second party have signed and sealed these presents the day and year first above written.

WAUKEGAN COKE CORPORATION

by _____
President

ATTEST:

_____
Secretary

NORTH SHORE GAS COMPANY

by _____
President

ATTEST:

_____
Secretary

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

In the Matter of the Application of NORTH SHORE GAS COMPANY for Consent to and Approval of an Agreement for the Sale by NORTH SHORE GAS COMPANY of Its Coke Oven Plant Located in the City of Waukegan, Illinois, and for the Consent to and Approval of the Sale and Conveyance Provided for by the Said Agreement.	)	No. 35999

O R D E R

On June 25, 1947, NORTH SHORE GAS COMPANY (hereinafter sometimes referred to as the "petitioner") filed herein with the Commission its verified petition praying therein for the consent and approval of the Commission to the agreement dated June 25, 1947, attached to said petition, as petitioner's Exhibit A, and hereinafter sometimes referred to as the "Agreement", entered into between the petitioner and WAUKEGAN COKE CORPORATION, a Delaware corporation (hereinafter sometimes referred to as "Buyer"), and for the consent and approval of the Commission to the sale and conveyance provided for therein, in accordance with the terms and provisions of the Agreement, to the Buyer by the petitioner, of the real estate and other property comprising its Coke Oven Plant located in Waukegan, Illinois (hereinafter sometimes referred to as the "Coke Oven Plant") as more fully described in the Agreement. A hearing was duly authorized by the Commission and held in this matter on June 26, 1947,

before a duly authorized Examiner of the Commission, at the offices of the Commission, at Chicago, Illinois, at which hearing the petitioner presented its evidence in support of said petition and the matter is now duly submitted to the Commission for disposition.

From the said petition and the evidence submitted in support thereof, it appears that:

1. The petitioner is a corporation duly organized and existing under and by virtue of the laws of the State of Illinois and is a public utility within the meaning of Section 10 of Article I of an Act entitled: "An Act Concerning Public Utilities", as amended, now in force in the State of Illinois, and that the petitioner is authorized by its Articles of Incorporation, as amended, to own, operate and dispose of the Coke Oven Plant.

2. The petitioner is engaged, among other things, in the manufacture (subject to the statements made below), distribution and sale of gas in various municipalities and communities in Cook and Lake Counties in the State of Illinois. By an Order of this Commission entered on January 8, 1946, in Docket No. 33264, petitioner was authorized inter alia to change the type and heating value of the gas furnished by it by the furnishing of natural gas having a heating value of approximately 1,000 British Thermal units per cubic foot in lieu of manufactured gas having an average heating value of approximately 565 British Thermal units per cubic foot. The petitioner has completed the necessary installations for rendering of natural gas service; necessary adjustments in customers' gas burning appliances to enable

the use of natural gas in such appliances are being made throughout the territory served by petitioner, at petitioner's cost and expense. It is estimated by petitioner that the making of such adjustments will be substantially completed on or about July 15, 1947. Petitioner is now serving natural gas to about one-half its customers; it is anticipated by petitioner that its use of gas manufactured at the Coke Oven Plant will be discontinued no later than the date of consummation of the sale.

3. In the above mentioned Order of the Commission entered on January 8, 1946, the Commission found inter alia, as follows:

> "(7) that the coke oven plant of the petitioner located in Waukegan is not suitable for use as a stand-by reserve and that the petitioner should be authorized to discontinue the operation of the said plant at the time of the change-over from manufactured to natural gas, and with respect to the amortization of the said plant the Commission will issue its further and supplemental order prescribing the manner and details of the said amortization;"

4. The evidence shows that the North Shore Gas Company has made provision for a reserve or stand-by supply of gas, by constructing two plants for producing so-called propane/air gas, these having a combined capacity of ten million cubic feet of gas per day. In addition the existing water plant is being converted to produce 1000 B.T.U. gas. The capacity of this plant, so converted, is two million cubic feet per day. Holder capacity in the amount of four million cubic feet is now provided.

These measures provide a reserve or stand-by capacity of twelve million cubic feet of high B.T.U. gas a day, in addition to four million cubic feet of gas in the

holders when they are filled.

The present natural gas supply is obtained from the pipe line of the Natural Gas Pipe Line Company of America. There is presently allocated to petitioner from the pipe line 10,200,000 cubic feet per day maximum. The reserve or stand-by capacities are thus in excess of 100% of the quantities of gas to be taken from the pipe line on a maximum day. This is also approximately the expected load on the system for a peak day during the ensuing winter.

In addition to the foregoing provisions, it appears that 500 B.T.U. gas from the operation of the Coke Oven Plant will be available if needed in an emergency, and this gas can be enriched to bring it to 1000 B.T.U. heating value content. Gas so obtained and enriched would however cost five to six times as much as straight natural gas, but it might be used in an emergency. To permit this, it is proposed to leave in place a 16" connecting main and other facilities, so that the gas can be transmitted to the present "north station" of petitioner.

It therefore appears that the proposed sale of the Coke Oven Plant as here proposed will not interfere with the ability of the petitioner to discharge its duties as a public utility.

5. The petitioner desires to sell and convey to Buyer, and Buyer desires to purchase and acquire from petitioner, the property constituting and comprising the Coke Oven Plant, including the real estate together with the buildings, structures, erections and constructions thereon, and certain personal property, including machinery, tools

and equipment, and operating materials and supplies, all as more fully set forth in the Agreement.

6. The petitioner is informed that Buyer is a Delaware corporation and proposes to use the Coke Oven Plant to be acquired by it from petitioner for the purpose of manufacturing coke for industrial purposes, and that Buyer is not a public utility within the meaning of Section 10 of Article I of an Act entitled: "An Act Concerning Public Utilities", as amended, and now in force in the State of Illinois. Petitioner and Buyer are not "affiliated interests" within the meaning of Section 8(a) of said Act.

7. The sale and conveyance provided for in the Agreement are made subject to certain conditions precedent, including, among other things, the entering of an appropriate order of consent and approval of the Agreement, and of the sale and conveyance provided for therein, by the Commission and the obtaining of a release of the property to be sold from the lien of the Indenture mentioned below.

8. The purchase price provided for in the Agreement is the sum of $650,000. The Agreement also provides for the proration of taxes for the year 1947 and for the sale of miscellaneous products produced at the Coke Oven Plant at the cost thereof.

9. The purchase price to be paid for the Coke Oven Plant and other property to be sold under the terms of the Agreement represents the fair value thereof, on the date of the filing of the said petition, and said purchase price was determined by arm's length bargaining and negotiation by officers of petitioner and representatives of Buyer.

10. The Coke Oven Plant is subject to the lien of the Indenture dated December 1, 1941 of petitioner to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and the sale and conveyance provided for by the Agreement are subject to the condition precedent that the Company shall have obtained the release of the Coke Oven Plant and other property to be sold and conveyed under the terms of the Agreement, from the lien of said Indenture pursuant to the provisions thereof. Petitioner proposes, in connection with securing said release, to deposit $650,000 with said Trustee, pursuant to and in accordance with the terms and provisions of said Indenture.

11. The petitioner cannot at this time present to the Commission a plan of amortization of the Coke Oven Plant, and has requested the Commission to retain jurisdiction with respect to the manner and details of the plan of amortization thereof.

The Commission having considered the said verified petition and the evidence presented in support thereof and being fully advised in the premises, is of the opinion and finds that:

(1) The Commission has jurisdiction of petitioner and of the subject-matter of said verified petition.

(2) The recitals of fact hereinabove set forth in this Order are supported by the evidence introduced in the record herein.

(3) The consent and approval of the Commission should reasonably be granted to the Agreement in and to and of the sale and conveyance therein provided by the petitioner to the Buyer, in accordance with the terms and provisions of the Agreement.

(4) The jurisdiction of the Commission should be retained with respect to the manner and details of the plan of amortization of petitioner with respect to the Coke Oven Plant.

(5) The prayer of said verified petition may reasonably be granted and the public will be convenienced thereby.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission as follows:

(A) That the consent, approval and authorization of the Commission be and the same are hereby granted to the Agreement.

(B) That the consent, approval and authorization of the Commission be and the same are hereby granted to North Shore Gas Company to sell and convey said Coke Oven Plant as described in the Agreement to Waukegan Coke Corporation for the consideration of $650,000.

(C) That the consent, approval and authorization of the Commission be and the same are hereby granted to North Shore Gas Company to convey and transfer said Coke Oven Plant and other property to be sold and conveyed as described in, and in accordance with the terms and provisions of, the Agreement to Waukegan Coke Corporation, by executing, acknowledging and delivering to said corporation such deed or deeds of conveyance, bill or bills of sale and other instrument or instruments of transfer or assignment as may be appropriate, proper or desirable.

IT IS FURTHER ORDERED that the jurisdiction of the Commission is hereby retained with respect to the manner and details of the plan of amortization as to said Coke Oven Plant.

IT IS FURTHER ORDERED that North Shore Gas Company be and hereby is authorized to execute all instruments and to perform all acts necessary to give effect to the prayer contained in said verified petition of North Shore Gas Company filed in this matter on June 25, 1947, and that all of said instruments and all of said acts are hereby consented to, approved and authorized.

By order of the Commission at Chicago, Illinois, this 26th day of June, 1947.

JOSEPH F. GUBBINS
Secretary

(SEAL)

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

C E R T I F I C A T E

Re: 35298

I, JOSEPH F. GUBBINS, do hereby certify that I am Secretary of the Illinois Commerce Commission of the State of Illinois and keeper of the records of said Commission.

I further certify that the above and foregoing is a true, correct and complete copy of order made and entered of record by said Commission on the 26th day of June A. D. 1947.

Given under my hand and the seal of said Illinois Commerce Commission at Chicago, Illinois, this 26th day of June, A. D. 1947.

Joseph F. Gubbins

JOSEPH F. GUBBINS

Secretary.

State of Illinois } ss. No. 621338
Lake County }
Filed for record JUL 14 A. D.
1947 at 1:55 o'clock P. M. and
duly recorded in Book 821
of RECORDS Page 479

Howard F. Scott
Recorder

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS; That the undersigned North Shore Gas Company, an Illinois corporation, for and in consideration of One ($1.00) Dollar and other valuable considerations to it in hand paid, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Waukegan Coke Corporation, a Delaware corporation, all the undersigned's right, title, and interest in and to the goods and chattels described in Exhibit "A" attached hereto and hereby made a part hereof.

To have and hold, all and singular, the said goods and chattels to the said Waukegan Coke Corporation and its assigns forever.

The undersigned warrants that it has due and lawful authority to convey to Waukegan Coke Corporation all the aforesaid goods and chattels and that the same are free and clear of all liens and encumbrances of every kind, name and description whatsoever, and the title hereby conveyed the undersigned shall forever warrant and defend.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its President, and its corporate seal to be hereunto affixed by its Secretary this 9TH day of July, A.D. 1947.

NORTH SHORE GAS COMPANY

By _____
President

ATTEST:

_____
Secretary

(Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

On this 9th day of July 1947, before me appeared A. W. Conover, to me personally known, who being by me duly sworn, did say that he is the President of North Shore Gas Company, and that the seal affixed to the within instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said A. W. Conover acknowledged said instrument to be the free act and deed of said corporation.

J. R. Stew
Notary Public, Lake County, Illinois
My Commission Expires Nov 4-19

AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

The undersigned deposes and says that he is the President of North Shore Gas Company, the vendor named in the within Bill of Sale; that he has knowledge of the facts, and that the consideration for the same was actual and adequate, and that the same was given in good faith for the purpose herein set forth, and not given for security or for the purpose of defrauding creditors or subsequent purchasers.

President

Subscribed and sworn to before me
this 9th day of July, 1947.

Notary Public, Lake County, Illinois

My Commission Expires Nov 4 1950

Boiler and Boiler Plant Equipment:
- 2 - 511 HP Heinie Boilers with Cox Stokers and auxiliary equipment
- 1 - Air Compressor
- 2 - Boiler Feed Pumps
- 2 - Electric Pumps)
- 1 - Gas Engine Pump) In Power Plant for
- 1 - Steam Turbine Fire Pump) Water Supply System

Electric Power Equipment:
- 2 - 750 KVA Allis Chalmers Generators and auxiliary equipment
- 1 - Turbo Exciter
- 1 - Switchboard and Gear Transmission Equipment and Sub-Station

Coke Ovens:
- 31 - Koppers complete ovens with auxiliary equipment Pusher - Larry Car - Quenching Car - Door Machine Collector Mains

Producer Plant Equipment:
- 1 - 10" Koppers Gas Producer and auxiliary equipment

Coal Handling Equipment:
- 1 - Pennsylvania Crusher
- 4 - Mixing Machines
- 1 - Sauerman 7 yard Drag Line System complete
- 1 - Mead-Morrison Fast Unloader (On Coal Deck)

Coke Handling Equipment:
- 3- Gyrex Screens
- 1 - Gyrex Rescreen
- 1 - Buckwheat Vibrex Screen
- 1 - Coke Crusher
- 1 - Car Loader and Loading Boom
- 1 - Set Calcium Chloride Storage and Mixing Tanks and Spraying Apparatus

Purification Equipment:
- 1 - Liquid Gas Purifier System

By-Products Equipment:
- 2 - Saturators
- 2 - P and A's
- 1 - NH3 Still
- 2 - Exhausters
- 3 - Gas Coolers
- 1 - Napthalene Scrubber
- 5 - Tanks
- 1 - Tar Decanter
- 1 - Conveyor

Automobile Equipment:
- 1 - 1940 Plymouth, 2-Door Sedan, Factory No. 1421812, Engine No. P9-248161

Machine Shop Equipment:

2 - Lathes
1 - Radial Drill
1 - Shaper
1 - Grinder
1 - Saw

Laboratory Equipment:

4 - Laboratory Balances
Distellation Rack with Cooling Trough and Bunson Burners
1 - Burette Table
Supply of Glassware (Laboratory)
2 - Electric Muffles)
1 - Gas Hot Plate) In three section hood
1 - Gas Distillation Equipment)
1 - Water Still
Laboratory Benches
1 - Two Section Hood
4 - Portable Gas Meters
2 - Electric Drying Ovens
1 - Compressor Machine
1 - Orsat Apparatus
1 - Junkers Calorimeter
1 - Bomb Calorimeter
1 - Ash Fusion Furnace
Stock of Laboratory Supplies

Miscellaneous Equipment:

Surveying Instruments: Transit and Level
Truck Scale, 75 ton, Fairbanks Morse
Truck Scale, 20 ton, Fairbanks Morse
2 - Caterpillar, 15-ton Cranes
9 - Hopper Cars
2 - Yard Locomotives
2 - Reclaim Cars
2 - Yard Screens
5 - Portable Conveyors
1 - Car Unl oader

Service Building Equipment:

62 - Single Lockers
6 - Banks, each Double Lockers
12 - Benches
2 - Circular Wash Stands
4 - Shower Units

Johnson Motor Steam Line:

Overhead

OFFICE FURNITURE AND EQUIPMENT

General Office Building

1 Burroughs Hand Operated Adding Machine-Serial No. S-1136839

1 Burroughs Hand Operated Adding Machine-Serial No. A-576777

1 Burroughs Hand Operated Adding Machine on Stand Serial No. L-1229569

1 Monroe Calculator Electric Operated Serial No. KA 161-86557

1 Underwood Typewriter Standard Model No. 3 Serial No. 771050-11

1 Remington Standard Typewriter Model No. 16 Serial No. Z438002

1 Remington Standard Typewriter Serial No. 5050

1 Office Safe (Combination) Standard type - Remington

10 Four drawer steel Filing Cabinets

1-18 drawer steel Filing Cabinet (card)

2 Desks, Typewriter

5 Desks, Standard Flat top

3 Tables, long, one with glass top

5 Arm Chairs, round back, dark,

6 Chairs, swivel, 3 dark, 3 light

7 Chairs, straight back, light

9 Steel Lockers (wash room)

2 Wooden Benches, reception room

37 Steel, padded, folding chairs

23 Steel, 3 section, file bins

1 Small Steel Cabinet, key lock, (in vault) 2 door

1 Four Section bookcase wooden base and top

1 Two Section bookcase wooden base and top

Laboratory Office Equipment

2 Tables, office, one with two drawers and glass top

1 Desk, standard, flat top

2 Three Section, 4 door, wooden base and top, Cabinets

1 Swivel Chair

3 Straight Back Chairs

2 Book Cases, 3 section, glass door wooden top and base

1 Four Drawer steel Filing Cabinet

2 Five Drawer Steel Filing Cabinets

1 Five Section, book case, wooden top and base, glass doors

Scale House

1 Swivel Chair

1 Straight back Chair

4344

4344

NORTH SHORE GAS COMPANY,
an Illinois corporation,

To

WAUKEGAN COKE CORPORATION,
a Delaware corporation.

BILL OF SALE

6

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, NORTH SHORE GAS COMPANY, an Illinois Corporation, having its principal office at 209 Madison Street, Waukegan, Illinois, for the consideration of One Dollar ($1.00) and other good and valuable consideration, and pursuant to authority given by the Board of Directors of said corporation, under a resolution thereof adopted June 25, 1947, CONVEYS and WARRANTS unto WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to do business in the State of Illinois, the following described Real Estate, to-wit:

Commencing at the South West corner of the North West quarter of Section 22, Township 45 North, Range 12 East of the 3rd P. M., Waukegan Township Lake County, Illinois; thence North Easterly, making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly, with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees, 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly, making a North Easterly angle of 60 degrees, 1 minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to, and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a South Easterly angle of 119 degrees, 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly, with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby conveyed, being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows, running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly, continuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with last described course extended

Northerly 675.5 feet to a point; thence continuing North Easterly, with and along said shore line and making a North Easterly angle of 4 degrees, 52 minutes and 45 seconds with last described course extended Northerly, 573.67 feet to a point, (end of description of shore line); thence West, 1250.39 feet to a point, (this course to be known as the third course), the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly, making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course, (being the said third course), 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees, 27 minutes and 9 seconds with last described course extended Southerly (being the fourth course), 16.03 feet to the point of beginning, (this course to be known as the fifth course), together with all accretions thereto and the riparian rights appurtenant thereto, but subject to any right, title and interest of the Elgin, Joliet and Eastern Railway Company in and to the steel rails, ties and switches and other materials of the railroad track upon said premises, and together with an easement for the purposes of ingress and egress between the property described herein and the public streets of the City of Waukegan granted by the Elgin, Joliet and Eastern Railway Company in the deed dated March 14, 1927 and recorded March 16, 1927, in Book 262 of Deeds, page 610, as Document 295717, in the Office of Recorder of Deeds of Lake County, Illinois, and together with the buildings, structures, erections and constructions on the above described real estate, and all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the City of Waukegan, County of Lake and State of Illinois.

The foregoing tract is conveyed subject to general taxes for the year 1947 and thereafter and to zoning and building ordinances, the existing channel across said premises, and to all the terms, conditions and covenants contained in the certain deed of Elgin, Joliet and Eastern Railroad Company dated March 14, 1927 (recorded March 16, 1927 in the Office of the Recorder of Deeds of Lake County, Illinois in Book 262 of Deeds, page 610, as Document 295717), conveying said premises to William A. Baehr, the obligations thereof the North Shore Coke & Chemical Company (a Delaware corporation), assumed as grantee in the certain deed of the said William A. Baehr and Mabel S. Baehr, his wife, dated March 14, 1927, (recorded March 16, 1927 in the Office of the Recorder of Deeds of Lake County, Illinois in Book 262 of Deeds, page 608, as Doc. 295716) as modified or discharged by (i) a certain deed from said corporation to the City of Waukegan, Illinois, dated October 27, 1927 (recorded April 22, 1929 in the Office of the Recorder of Deeds of Lake County, Illinois, in Book 335 of Deeds, page 582 as Doc. 335250) conveying a strip of land 100 feet in width across said property; (ii) a certain deed from the City of Waukegan, Illinois, to said corporation, dated July 30, 1935, (recorded July 31, 1935 in the Office of the Recorder of Deeds

of Lake County, Illinois in Book 413 of Deeds, page 277 as Doc. 415306) reconveying the said strip of land 100 feet in width to the Coke Company, and (iii) a certain deed from said corporation to the City of Waukegan, Illinois, dated July 31, 1935 (recorded August 2, 1935 in the Office of the Recorder of Deeds of Lake County, Illinois in Book 413 of Deeds, page 288 as Doc. 415382) conveying a perpetual easement to the City of Waukegan to maintain and use a roadway on and along a strip of land 50 feet in width across the above described premises.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 28th day of June, A. D. 1947.

State of Illinois } ss. No. 621310
Lake County }
Filed for record JUL 14 A. D. 1947 at 1:25 o'clock P. M. and duly recorded in Book 821 of RECORDS Page 524
Recorder

NORTH SHORE GAS COMPANY, an Illinois Corporation

BY A W Conover
President

ATTEST:

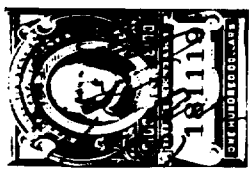
C J Mulholland
Secretary.

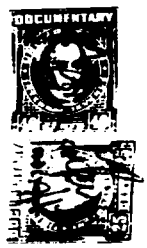
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that A. W. CONOVER personally known to me to be the President of the North Shore Gas Company, an Illinois corporation, and C. J. MULHOLLAND personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of June, A. D. 1947.

Harry F Luther
Notary Public.





4345

4345

4345

WARRANTY DEED

NORTH SHORE GAS COMPANY, an
Illinois Corporation,

to

WAUKEGAN COKE CORPORATION,
a Delaware Corporation.

Return to --

Henry M. Hogan
c/o Pope and Ballard
120 South LaSalle

THIS INDENTURE, made this 28th day of May, in the year of our Lord one thousand nine hundred and forty-eight (A.D. 1948) between WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it in hand paid by GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, having a principal place of business at 3044 West Grand Boulevard, Detroit, Michigan, Grantee, the receipt whereof is hereby acknowledged, does hereby convey, assign and warrant to Grantee, its successors and assigns, all of its right, title, and interest, claim, demand, indemnification and cancellation rights, together with all of the reversion or reversions in and to an easement heretofore granted for the purpose of maintaining an existing gas transmission line over the following described premises in the County of Lake, State of Illinois, to-wit:

> A strip of land ten (10) feet in width lying five (5) feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd Principal Meridian, and running North 18.4 feet to a point; thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; thence Northeasterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and Attested by its Secretary this 28th day of May, A. D., 1948.

WAUKEGAN COKE CORPORATION
a Delaware corporation

By [signature]
President

Attest [signature]
Secretary

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I, Nina D. Coughenour, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. F. Armstrong , personally known to me to be the President of Waukegan Coke Corporation, a Delaware corporation, and A. F. Power , personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as the President and Secretary of said corporation, and caused the said

No. B 262800

STATE OF MICHIGAN, } ss.
County of Wayne }

E-339 10 Bks. 7-47

NOTARIAL ACKNOWLEDGMENT

I, EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal,

Do Hereby Certify, That Nina D. Coughenour, whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 1st day of June A. D. 1948

EDGAR M. BRANIGIN, Clerk

[signature] Deputy Clerk

Nina D. Coughenour
Notary Public,

My Commission Expires: 1/23/50
January 23, 1950

State of Illinois } ss. No. 645042
Lake County }
Filed for record JUN - 9 A. D. 1948 at 2:10 o'clock P. M. and duly recorded in Book ____ of ____ page ____

Recorder

THIS INDENTURE Made this 28th day of June, in the year of our Lord one thousand nine hundred and forty-seven (A. D. 1947) between WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to do business in the State of Illinois, First Party, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it paid by the NORTH SHORE GAS COMPANY, an Illinois corporation, of 209 Madison Street, Waukegan, Illinois, Second Party, the receipt whereof is hereby acknowledged, does hereby grant unto the Second Party, its successors and assigns, an easement over the following described premises for the purpose of maintaining existing gas transmission lines, said premises being described as follows:

> A strip of land ten (10) feet in width lying five (5) feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd Principal Meridian, and running North 18.4 feet to a point; thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; thence Easterly [illegible] to a point 169.45 feet East and 190.9 feet North of the place of beginning; thence Northeasterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning,' said line being designated as 'temporary easement' on the plat hereto attached;

upon the following terms and conditions:

1. The right hereby granted may be terminated upon ninety (90) days' prior written notice given by the First Party to North Shore Gas Company, its successors and assigns.

2. It is understood and agreed that the title to the transmission lines in the premises described shall at all times remain in the North Shore Gas Company, its successors and assigns, together with the right at any time to replace or remove all or any part thereof. In the event this grant is terminated the

[illegible] Company, its successors and assigns, shall, if so requested by First Party, or at its own option, remove all of its property and restore said premises to substantially the same condition as they previously were. In the event Second Party fails to remove its property as herein provided and restore the premises, First Party may, at its option, do so and charge the cost thereof to the Second Party, which cost the Second Party hereby assumes and agrees to pay.

3. All work in connection with the maintaining [illegible] and repairing of said transmission mains and all [illegible] ment therewith, including replacements caused by the [illegible] of First Party's property shall be performed by and all [illegible] expense to be incurred shall be borne by and paid by North Shore Gas Company, its successors and assigns. All work done shall be in accordance with accepted practices for such services and shall meet local conditions applicable to design and construction.

4. Second party, its successors and assigns, shall at all times indemnify and hold harmless First Party, its successors [illegible] any costs, expenses, suits, loss, damage, in[illegible] of any kind whatsoever arising out of the construction, maintenance and use of the right herein granted.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed in their respective corporate names by their properly authorized officers and caused their corporate seals to be hereto affixed the day and year first above written.

ATTEST:

[signature]
Assistant Secretary

WAUKEGAN COKE CORPORATION

BY [signature]
Vice-President.

ATTEST:

[signature]
Secretary

NORTH SHORE GAS COMPANY

BY [signature]
President.

[redacted] } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS C. STRACHAN, JR., personally known to me to be the Vice-President of Waukegan Coke Corporation, a Delaware corporation, and WALTER I. DEFFENBAUGH, personally known to me to be the ~~Assistant~~ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice-President and Assistant Secretary, they signed and delivered the said instrument as Vice-President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this [illegible] day of June, A. D. 1947.

Doris B. [illegible]
Notary Public.

My Commission Expires [illegible]

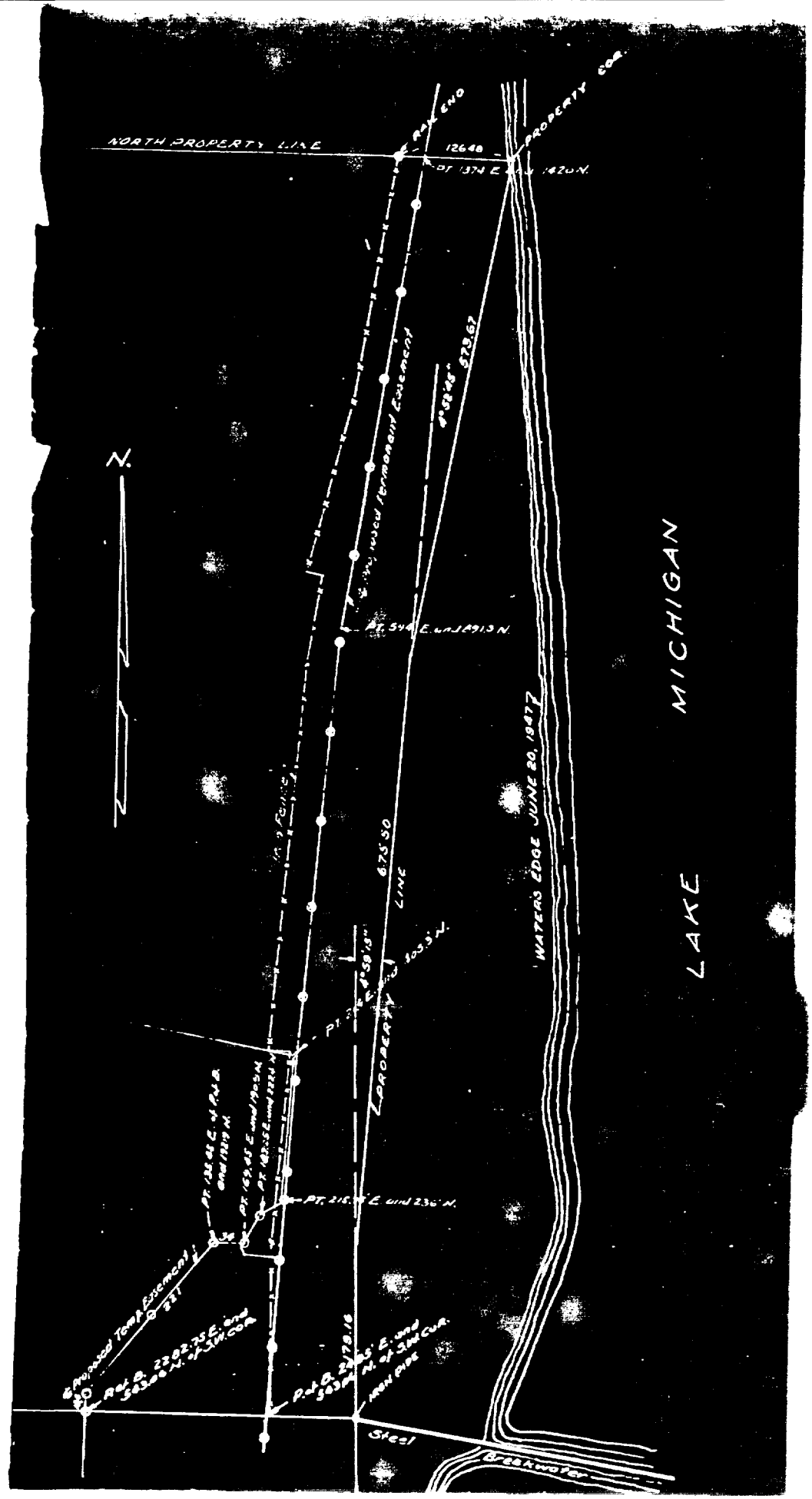
STATE OF ILLINOIS }
COUNTY OF LAKE } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A. W. CONOVER, personally known to me to be [redacted] North Shore Gas Company, an Illinois corporation, [redacted] PAUL HOLLAND, personally known to me [redacted] Secretary of said corporation, and personally known to me [redacted] same persons whose names are subscribed to the [redacted] instrument, appeared before me this day in person [redacted] severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28TH day of June, A. D. 1947.

Harry F. Luth
Notary Public.

State of Illinois } ss. No. 645043
Lake County }
Filed for record JUN - 9 A. D. 1948 at 2 o'clock P. M. and duly recorded in Book 872 of RECORDS Page 619.


NORTH PROPERTY LINE
RAIL END
PROPERTY COR.
12648
PT. 1374 E. and 1420 N.
N.
Proposed Permanent Easement
4°52'45" 573.67
PT. 546 E. and 891.3 N.
6.75 50
LINE
PROPERTY
4°59'15"
PT. 215.5 E. and 236 N.
Proposed Temp. Easement
221
Ref. B. 2282.75 E. and 543.06 N. of S.W. COR.
P. of B. 2485 E. and 543 N. of S.W. COR.
IRON PIPE
Steel
Breakwater
WATERS EDGE JUNE 20, 1947
LAKE MICHIGAN

4346

4346

AGREEMENT FOR TEMPORARY
EASEMENT

WAUKEGAN COKE CORPORATION

with

NORTH SHORE GAS COMPANY

4347

347

4347

CITY OF WAUKEGAN, ILLINOIS

Board of Appeals on Zoning and Building Code Ordinances

and

Rules of Procedure

Rules of Procedure

ARTICLE I.
Officers.

1. The Chairman of the Board is appointed by the Mayor and confirmed by the Council.

The Vice-Chairman, until otherwise ordered by the Board, shall be the member who has the four year term to serve.

The Secretary of the Board shall be the person who is serving as the City Clerk of Waukegan, Illinois. The Assistant Secretary of the Board shall be the person who is the first aid to the Clerk of the City of Waukegan, Illinois.

2. The Chairman shall preside at meetings, but in the absence or during the disability of the Chairman, the Vice-Chairman shall preside and execute the functions of the Chairman.

3. The Chairman, subject to these rules shall decide all points of order, unless otherwise directed by a majority of the Board in session at the time.

4. The Chairman shall designate the time for the members of the Board to make an inspection, and unless otherwise directed by a majority of the Board, shall appoint any committee that may be found necessary. The Chairman may designate from the members who vote in favor of any motion duly carried, one of the said members to prepare the formal resolution or opinion in respect to said motion.

5. The Chairman shall report at each meeting on all official transactions that do not otherwise come to the attention of the Board.

6. Subject to these rules and the direction of the Chairman, the Secretary shall conduct official correspondence, compile records, maintain and keep in order the necessary files and indices and generally perform the clerical work of the Board.

ARTICLE II.
Meetings.

1. All meetings shall be held at the call of the Chairman and at such other times as members of the Board may determine; provided, however, that whenever there are appeals pending and the Secretary gives due notice, the Board will meet on the 2nd Wednesday of each month at the City Hall at 8:00 o'clock P.M.

2. Special meetings may be held at the call of the Chairman or at the request of two members, provided, that written notice of the same shall have been mailed each member at least 48 hours before the time set, except that the announcement of a special meeting at which a quorum is present shall be sufficient notice of such meeting.

3. All meetings of the Board shall be open to the public.

4. A quorum for the transaction of ordinary routine business and the taking of testimony at hearings shall consist of three members; however, whenever a formal decision is to be voted on an appeal or petition, four members shall be present for a quorum unless two absent members have filed with the Secretary a vote in the form of a certificate that after reading the complete record in the case, their vote is as follows. The Chairman may order such vote recorded the same as if such a member were present.

5. The order of business shall be, unless otherwise ordered by the Board:

(a) Roll Call.
(b) Approval of the minutes of previous meeting.
(c) Election of officers, if necessary.
(d) Communications.
(e) Call of the Secretary's Calendar.

(f) Reading of Bills.
(g) Report of Committees.
(h) Unfinished general business.
(i) Report on new business.
(j) Appeals from Administrative Orders.
(k) Appeals under Zoning Ordinance.
(l) Petitions to change District Boundary or Regulations.
(m) Adjournment.

ARTICLE III.

Who May Appeal and on What.

1. The Board of Appeals will hear and decide appeals from and review any order, requirement, decision or determination made by the BUILDING COMMISSIONER pursuant to ordinances over which the Board has jurisdiction under the Statute of Illinois.

Such an appeal may be taken by any person aggrieved or by an officer, department, board or bureau of the City of Waukegan. Any party may appear in person or by agent or by attorney. The Board of Appeals may reverse or affirm, partly or wholly, or may modify the order, requirement, decision or determination as in its opinion ought to be made in the premises and to that end has all the powers of the officer from which the appeal is taken. Where there are PRACTICAL DIFFICULTIES OR UNNECESSARY HARDSHIP in the way of carrying out the STRICT letter of the ordinance, the Board of Appeals has the power in passing upon appeals, to VARY OR MODIFY the application of any of the regulations or provisions of the ordinances relating to the use, construction, or alteration of buildings or structures or the use of land, so that the SPIRIT of the ordinance shall be observed, public safety and welfare secured, and substantial justice done. THE CONCURRING VOTE OF FOUR members of the Board is necessary under the Statutes of the State of Illinois to reverse any order, requirement, decision, or determination of the BUILDING COMMISSIONER or to decide in favor of the APPLICANT any matter upon which it is required to pass or to effect any variation in the ordinance.

2. The Board of Appeals has the power to recommend to the Council of the City of Waukegan such changes in the District boundaries or regulations, as it may deem necessary or desirable; either upon petition by one or more property owners or upon its own motion. Two-thirds of the Council must vote for any changes recommended by the Board of Appeals in the event twenty per cent of the interested property owners object to such proposed changes.

3. The Statutory powers and duties of the Board of Appeals under the Laws of the State of Illinois are fully set forth in Chapter 24, Section 523 and 524, of the REVISED STATUTES for the year 1923.

ARTICLE IV.

Informal Communications and Appeal Forms.

1. Any communication purporting to be an APPLICATION, APPEAL OR PETITION shall be regarded as a mere NOTICE OF INTENTION to seek relief UNTIL it is made in the form required by the RULES OF PROCEDURE ADOPTED BY THE BOARD OF APPEALS.

2. Upon receipt of any such communication, the writer shall be supplied by the secretary with the proper forms for presenting an application, appeal, or petition, and if the required data is not supplied within twenty days therefrom, the matter shall be dismissed and the incident regarded as closed on account of lack of prosecution.

3. A duplicate of each application, appeal, or petition, shall be forwarded PROMPTLY to the BUILDING COMMISSIONER, if his order or decision is involved therein.

ARTICLE V.

Appeals Where Court Proceedings Exist. Time limit for Appeals.

1. No appeal, application or petition will be entertained in connection with which COURT PROCEEDINGS are pending or in progress nor accepted that are not filed within twenty days from the date of the order or decision of the Building Commissioner.

ARTICLE VI.

Appeals From the Building Code Decision of the Building Commissioner.

1. Every appeal from the order or decision of the Building Commissioner in respect to buildings under the Building Code shall be filed in DUPLICATE on FORM L, and shall include, among other things, the date and information required in such FORM so as to record all the information necessary for a clear understanding and intelligent action by the Board of Appeals.

Action must be based largely upon the information so furnished. The statements made in the application, appeal or petition or the conditions of approval suggested by the Building Commissioner's order or decision may be incorporated in the RESOLUTION granting the approval of the Board of Appeals.

Officials who are charged with the enforcement of the laws, ordinances, and rulings in relation to buildings in the City of Waukegan will be guided by such RESOLUTIONS OF THE BOARD OF APPEALS and before granting a permit or taking any affirmative action shall see that there are no misstatements as to facts and that the conditions of the approval of the Board of Appeals are observed. Any administrative official discovering any misstatement of essential information is requested to notify the Board of Appeals in order that it may rescind the approval.

All approvals will remain valid only so long as the information and the conditions on which approval is based are maintained.

ARTICLE VII.

Appeals to Vary or Modify Some Provision of Zoning Ordinance.

1. THE BOARD OF APPEALS will not hear an application or appeal to vary or modify the Zoning Ordinance on account of the order, decision or determination of the Building Commissioner unless the proposed plan or specification or use is CONTRARY to the ZONING ORDINANCE.

2. No such application or appeal shall be entertained unless the application or appeal is filed within twenty days from the date of the action of the Building Commissioner.

3. Every application or appeal shall be made in DUPLICATE on FORM M and shall be accompanied by all data required by such form and shall be considered subject to the RULES OF PROCEDURE of the Board of Appeals.

4. If the application or appeal includes a prayer which contemplates a change in the DISTRICT BOUNDARY or a substantial general change in the REGULATIONS as to use, or area, or height, Forms Q. R. S. T. shall be used to give notice to parties in particular interest; i. e. all the owners of property on the FRONTAGE proposed to be altered; all the owners of FRONTAGE immediately adjoining in the same block or in the block back of or across an alley therefrom and of FRONTAGE in the block directly opposite the frontage proposed to be altered.

ARTICLE VIII.

Petition to Change District Boundary or Regulations.

1. Under SECTION 9 (2), (3), (4), and SECTION 10 one or more property owners of property in any DISTRICT or portion thereof may PETITION the Board of Appeals to recommend to the Council changes in the DISTRICT BOUNDARY OR REGULATIONS.

2. FORM N. PROPERTY OWNERS PETITION TO CHANGE DISTRICT BOUNDARY OR REGULATIONS will be used for the above purpose.

3. FORMS Q. R. S. and T. will be used for and by petitioners in

giving notice to other property owners in the DISTRICT. The forms are self-explanatory and notice must be served upon all owners of property in the DISTRICT involved, especially on property owners of all land having the same frontage as that proposed to be altered, on all owners of frontage immediately adjoining in the same block back of or across an alley therefrom and upon owners of the frontage in the block directly opposite the frontage proposed to be altered.

ARTICLE IX.

Forms.

1. It is provided by ordinance that, "The BUILDING COMMISSIONER shall forthwith transmit to the Board of Appeals all the papers constituting the RECORD upon which the action appealed from was taken:" Therefore, to secure uniformity, simplicity, correctness, and expedition, in building applications approvals or disapprovals, building permits, APPEALS and PETITIONS, the following FORMS are hereby ADOPTED and made a part hereof by reference thereto by letter and name of form:

NAME OF FORM ON TOP OF FORM

A. BUILDING APPLICATION.
B. DIAGRAM OF BLOCK, LOT, AND BUILDING.
C. SPECIFICATION SHEET FOR NEW BUILDINGS.
D. SPECIFICATION SHEET FOR ALTERING EXISTING BUILDINGS.
E. PLUMBING AND DRAINAGE SPECIFICATION SHEET, APPENDIX FOR FORMS C OR D.
F. OBJECTIONS TO APPLICATION.
G. AMENDMENTS TO BUILDING APPLICATION.
H. BUILDING PERMIT.
I. NOTICE TO APPLY FOR CERTIFICATE OF OCCUPANCY.
J. POSTAL CARD APPLICATION FOR CERTIFICATE OF OCCUPANCY.
K. CERTIFICATE OF OCCUPANCY.
L. APPEAL FROM BUILDING CODE DECISION OR ORDER OF THE BUILDING COMMISSIONER.
M. APPEAL TO VARY OR MODIFY CERTAIN PROVISION OF THE ZONING ORDINANCE.
N. PETITION OF PROPERTY OWNER TO CHANGE DISTRICT BOUNDARY OR REGULATIONS.
O. NEWSPAPER NOTICE FOR HEARING OF APPEALS.
P. CARDBOARD NOTICE OF HEARING FOR POSTING ON PREMISES.
Q. FORM OF NOTIFICATION OF PROPERTY OWNERS.
R. NOTICE TO BE SERVED ON OWNERS OF PROPERTY AFFECTED.
S. FORM OF CONSENT, REFUSAL, OR PROTEST.
T. FORM OF PROOF OF SERVICE.
U. JOURNAL OF APPLICATIONS.
V. BULLETIN OF BOARD OF APPEALS ON BOARD IN CITY HALL.
W. RULES OF PROCEDURE OF THE BOARD OF APPEALS.
X. FORM FOR KEEPING MINUTES RESPECTING APPEALS AND PETITION.

ARTICLE X.

Essential Part of All Appeals and Petitions.

1. Appellants and petitioners will include in their appeals or petitions, a definite answer to THE FOLLOWING QUESTION. If your appeal or petition is substantially acted upon FAVORABLY, do you AGREE to have the action of the Board of Appeals or the Council or both PREDICATED upon the written CONDITION that your land and buildings HEREAFTER shall be subject to the following REGULATIONS, i. e. "LOT BLOCK SUBDIVISION or the lands described by meets and bounds as follows——————and the buildings thereon shall not be USED for anything that works hurt, inconvenience, or damage to the public or does anything to the hurt or annoyance of the lands, tenements or herditaments of another in the form of imperiling the security, safety, or health, or injuring the property, health, or body of anybody on account of unusual hazards from fire, explosives, inflammables, high voltage electricity, gas; or of anything which creates objectionable, noxious or offensive effluvia, offal, stenches, unwholesome odor, decay, or disease; or, of avoidable noise, vibration, and industrial smoke, cinders, dust, fumes, vapors, gas and wastes; or of any public or private nuisance which has been declared to be such by the Statutes of the State of Illinois, the ordinances of the City of Waukegan, Illinois, by common law, or by decisions of the Courts of the State of Illinois.

2. It is specifically understood and agreed that among such nuisances and uses to which such lands and buildings thereon shall not be put are, hospitals, battery service stations, gasoline and oil stations, PUBLIC GARAGES, Livery Stables, dyeing and cleaning works, comfort stations, laundries, laboratories, painting shops, tinsmith shops, blacksmith shops, tire repairing shops and stations, gas manufacture and storage in excess of 10,000 cubic feet, abattoirs, chemical manufacturers, blast furnaces, boiler works, celluloid manufacture, crematory, undertaking establishment, creosote treatment and manufacture, distillation of bones, coal or poison, fat rendering, fertilizer manufacture, fish smoking and curing, glue size or gelatine manufacture, gunpowder manufacture, incineration or reduction of garbage, dead animals, offal and refuse, potash works, rock crusher, smelters, tar roofing or waterproofing manufacture, chewing tobacco manufacture, vinegar manufacturing, wool pulling or scouring and yeast plant.

It is also further understood that such land and the buildings thereon will not be used for the keeping of or the vending of any article that is dangerous to life or detrimental to health or which is perishable goods or foodstuffs like milk, fish, poultry, game, undried meats, fruits, vegetables, or of any combustibles like volitable oils, hay, explosives, and chemicals, or for live stock, or for anything which by its nature may deteriorate, decay, explode, or readily cause fires and thus imperil or injure property or health.

ARTICLE XI.

Secretary's Calendar.

1. The Secretary of the Board of Appeals will keep a CALENDAR.

2. So soon as any application, appeal or petition is completed by filing of the data and information required in FORM L, or FORM M, or FORM N, as the case may be, the application, appeal or petition, shall receive a calendar number and shall be placed upon the Secretary's CALENDAR and the applicant shall be notified of the time set for the CALL of the CALENDAR, which shall be at least five days after the mailing of the said notice. With this notice the applicant shall be supplied with one copy of FORM R, S, T, which the applicant is required to use by sending same to all property owners in interest whenever the application, appeal or petition is made on FORMS M or N.

Within three days the applicant must file with the Secretary of the Board of Appeals a verified statement, FORM T, that the applicant has so notified each of such property owners either by personal service or by REGISTERED MAIL.

3. On the CALL OF THE SECRETARY'S CALENDAR, the applicant shall appear in person, or by agent, or attorney and the property owners affected by the application, appeal or petition may appear either in person or by agent or attorney and present typewritten or plainly written in ink OBJECTIONS, PROTESTS OR CONSENTS in respect to the granting of the application, appeal or petition, together with a description of their property and an affidavit of ownership.

4. Whenever, after careful inspection, the Secretary is satisfied that the record is complete and ready for a hearing the Secretary will report to the Board of Appeals, all cases ready for hearing and thereupon, the Board of Appeals will set a date for public hearing of the application, appeal or petition, said date to be at least fifteen days thereafter so as to permit advertisement in accordance with FORM O in the official newspaper of the City of Waukegan, Illinois.

5. On the date set for a public hearing the applicant, unless applicant has waived a hearing, shall state the case and then the OPPOSITION shall have an opportunity to reply.

6. No application, appeal or petition that has been dismissed or denied can be entertained in a case in which the applicant, by the filing of new plans or specifications has obtained a new order or decision from the BUILDING COMMISSIONER, UNLESS the new plans or specifications MATERIALLY change the aspect of the case.

ARTICLE XII.

Newspaper and Placard Notice of Hearings.

1. Notice, FORM O, of public hearing on appeals and petitions shall be inserted in the official newspaper of the City of Waukegan, not less than FIFTEEN DAYS BEFORE such hearing by the Board of Appeals and placards, FORM P, giving notice of public hearing, shall be placed upon the premises in question.

ARTICLE XIII.

Form of Minutes.

Among other things, the MINUTES of the meetings of the Board of Appeals shall record the following facts in the following order:

FORM X.

1. APPEALS FROM BUILDING CODE DECISION OF BUILDING COMMISSIONER.

FORM L. NO..... ADDRESS
NAME APPELLANT
SUBJECT
PREMISES AFFECTED
APPEARANCES.
ACTION OF BOARD. MOTION
VOTE. Affirmative
Negative
Absent

APPEALS TO VARY OR MODIFY ZONING ORDINANCE
FORM N. NO.....
NAME OF APPELLANT
SUBJECT
PREMISES AFFECTED
ACTION OF BOARD
VOTE
Affirmative
Negative
Absent
THE RESOLUTION.

ARTICLE XIV.

Bulletin.

The Board of Appeals will maintain a BULLETIN, FORM V.

Until otherwise ordered it will consist of a BULLETIN BOARD on one of the prominent passage ways of the City Hall and typewritten sheets posted thereon.

The BULLETIN will advise the public on important matters before the Board and upon the Board's action. Among other things the BULLETIN will include a DIRECTORY, Dates and Hours of Hearings; Secretary's Calendar Docket of Cases set for hearing; Extract from Board's Minutes showing action on cases.

ARTICLE XV.

Records.

1. All applications, appeals, and petitions shall be on the required forms and, after final disposition shall be filed in their numerical order with the Secretary of the Board, in such manner that they shall be accessible to the public during all business hours of the City Hall.

2. Every rule, regulations, every amendment or repeal thereof and every order, requirement, decision, or determination of the Board of Appeals shall be immediately filed in the office of the Board in the City Hall and shall be a PUBLIC RECORD.

ARTICLE XVI.

Final Disposition of Cases.

1. The final disposition of any application, either reversing or modifying the order, decision or determination appealed from and granting the application, or affirming the order and denying the application, shall require the concurring vote of four (4) members.

2. Any applicant may withdraw his application at any time prior to action thereon, with the consent of the Board, but if a motion has been made, and is pending either to grant or to dismiss, such motion shall have precedence.

3. No application dismissed or denied can be considered again except (1) on a motion to reconsider the vote, or (2) on a request for a rehearing.

4. The Board may, on the motion of any member, review any decision that it has made, and may reverse or modify such decision, but no such review shall prejudice the rights of any person who has in good faith acted thereon before it is reversed or modified.

ARTICLE XVII.

Amendments to these rules of procedure may be made by the Board at any regular meeting; provided notice of such amendment has been given in writing to each member of the Board three (3) days prior to such meeting. The suspension of any rule may be ordered at any meeting by unanimous vote.

WAUKEGAN ZONING ORDINANCE

First Draft—May 10, 1924.

AN ORDINANCE classifying, regulating, and restricting the locations of trades and industries and the location of buildings designed for specified uses; regulating and limiting the height and bulk of buildings hereafter erected or altered; regulating and limiting the intensity of the use of lot areas, and regulating and determining the area of yards, courts, and other open spaces within and surrounding such buildings; establishing the boundaries of districts for the said purposes; and prescribing penalties for the violation of its provisions.

For the purpose of establishing and carrying into effect the several powers, duties and privileges conferred upon the City of Waukegan, in, under and by an Act of the General Assembly of the State of Illinois, approved June 28, 1921, amended June 30, 1923, and entitled: "An act to confer certain and additional powers upon City Councils in cities and Presidents and Boards of Trustees in villages and incorporated towns concerning buildings and structures, the intensity of use of lot areas, the classification of trades, industries, buildings and structures, with respect to location and regulation, the creation of districts of different classes, and the establishment of regulations and restrictions applicable thereto."

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WAUKEGAN, ILLINOIS.

Section 1. Definitions.

For the purpose of this ordinance, certain terms and words are defined as follows:

Words used in the present tense include the future; words in the singular number include the plural number, and words in the plural number include the singular number; the word "building" includes the word "structure" and the word "lot" includes the word "plot."

Accessory Building: A subordinate building or portion of the main building which is located on the lot of the main building, and the use of which is clearly incidental to the use of the main building.

Alley: A public thoroughfare not over twenty (20) feet wide.

Basement Bay Windows: A story partly under ground, which, if not occupied for living purposes by other than the janitor or his family, shall not be included as a story for the purpose of height measurement.

Block: That property abutting on one side of a street between the two nearest intersecting streets, railroad rights of way, or other natural barriers.

Boarding Houses: A building or premises where meals are served for compensation for four or more persons but not exceeding twenty (20) persons.

Building: A structure having a roof supported by uprights or walls, and separated from every other building by at least a party wall.

Building Area: The maximum horizontal projected area of a building, excluding open steps, terraces, and cornices projecting not more than thirty (30) inches.

Classification of Use Districts shall be as follows:

1. "A" Residence Districts.
2. "B" Residence Districts.
3. "C" Residence Districts.
4. Local Business Districts.
5. General Business Districts.
6. First Industrial Districts.
7. Second Industrial Districts.

The uses permitted in "A" Residence Districts shall be the highest class, and the uses permitted in the Second Industrial Ditricts shall be the lowest class.

Corner Lot: A lot situated at the junction of and fronting on two or more streets, and having a width not greater than sixty-six (66) feet.

Depth of Lot: The mean horizontal distance between the fornt and rear lot lines.

Depth of Rear Yard: The mean horizontal distance between the rear line of the building and the center line of the alley, where an alley exists, otherwise the rear lot line.

District: A section of the City of Waukegan for which the regulations governing the height, the area, or the use of buildings and premises are the same.

Family: Any number of individuals living and cooking together on the premises as a single housekeeping unit.

Height of Building: The vertical distance measured from the curb level opposite the middle of the front of the building to the highest point of the roof for flat roofs, to the deck line for mansard roofs, and to the mean height level (between eaves and ridge) for gable and hip roofs. Where a building is located upon a terrace or slope the height may be measured from the average ground level at the building wall.

Height of Court or Yard: The vertical distance from the lowest level of such court or yard to the highest point of any bounding wall.

Hotel: A building or premises where lodging is provided, with or without meals, for more than twenty persons.

Inner Court: An unoccupied space surrounded on all sides by walls, or by walls and a lot line.

Interior Lot: A lot other than a corner lot.

Length of Outer Court: The mean horizontal distance between the open and closed ends of the Court.

Lodging House: A building or premises where lodging is provided for compensation for five or more persons but not exceeding twenty persons.

Lot: Land occupied or to be occupied by one building and accessory

buildings and uses and including open spaces required under this ordinance. A lot may be land so recorded on the Records of the Recorder of Deeds of Lake County, Illinois.

Lot Lines: The lines bounding a lot as defined herein.

Non-conforming Use: A use of a building or premises that does not conform with the regulations of the use district in which it is situated.

Outer Court: A open unoccupied space opening on a yard, street or alley.

Private Garage: A garage intended for and used by not more than four motor vehicles, of which not more than one shall be a truck of more than one-half ton capacity, nor more than one story high.

Public Garage: Any garage not included within the definition of a private garage.

Rear Yard: An open space unoccupied (except for accessory buildings and uses) on the same lot with a main building, between the rear lines of the main building and the rear line of the lot, for the full width of the lot.

Set Back: The minimum horizontal distance between the street wall of a building and the street line.

Side Yard: An open unoccupied space on the same lot with a building between the building and the side line of the lot extending through from the front building line to the rear yard or to the rear line of the lot, where no rear yard is required.

Single Family Dwelling: A detached building having accommodations for and occupied by one family only.

Street Wall: The wall nearest to fronting on a street including sun parlors, bay windows and box porches but not including ground story porches or piazzas which are not to be enclosed thereafter. No ground story porches or piazzas not closed in shall be wider than eight (8) feet, unless the street wall is moved back so that the front of the open ground porch or piazza does not extend closer to the street line than an open porch or piazza eight (8) feet wide.

Two Family Dwelling: A building having accommodations for and occupied by not more than two families.

Section 2. Use Regulations.

1. *Use Districts*: For the purpose of classifying, regulating and restricting the location of uses of land areas, and the location of buildings designed for specified uses, the City of Waukegan is hereby divided into seven classes of Use Districts:

1. "A" Residence Districts.
2. "B" Residence Districts.
3. "C" Residence Districts.
4. Local Business Districts.
5. General Business Districts.
6. First Industrial Districts.
7. Second Industrial Districts.

as shown on the Use District Map hereto attached and expressly made a part

of this ordinance, and Use Districts are hereby created in the City of Waukegan, Illinois, as the same are designated on the Use District Map hereto attached. No building shall be erected, altered, or used, and no premises shall be used for any purpose except in conformity with all the regulations herein prescribed for the Use District in which such building or premises are located.

2. *"A" Residence Districts*: In any "A" Residence District, except as hereinafter provided, no building or premises shall be used and no building shall be erected or altered except for one or more of the following uses:

1. Single Family Dwellings.
2. Schools and Colleges.
3. Parks, Recreation Buildings, and Country Clubs not conducted as a business nor for profit.
4. Farming, Truck Gardening and Nurseries.
5. Temporary Uses and Buildings for Construction Purposes, for a period not to exceed one year.
6. Accessory uses incident to the above uses, one garage for each lot, the garage not larger than to accommodate two motor vehicles of which none shall be trucks of more than one-half ton capacity, including private gardens, professional offices, home occupations and signs advertising premises for sale or rent, but not the conduct of any retail or wholesale business or manufacture.

3. *"B" Residence Districts*: In any "B" Residence District, except as hereinafter provided, no building or premises shall be used and no building shall be erected or altered except for one or more of the following uses:

1. Any use permitted in "A" Residence Districts.
2. Two Family Dwellings.
3. Lodging and Boarding Houses.
4. Churches and Temples.
5. Libraries and Public Museums.
6. Institutions of an Educational, Philanthropic, or Eleemosynary nature.
7. No garage shall be erected on a lot which will accommodate more than three motor vehicles of which none shall be trucks of more than one-half ton capacity.

4. *"C" Residence Districts*: In any "C" Residence District, except as hereinafter provided, no building or premises shall be used and no building shall be erected or altered except for one or more of the following uses:

1. Any use permitted in "A" and "B" Residence Districts.
2. Apartment houses and Multiple dwellings.
3. Apartment hotels.
4. Clubs and Fraternity houses.
5. Hospitals.
6. Telephone Exchanges.
7. Police and Fire Department Stations.
8. Public garages not accommodating trucks of more than one-half ton capacity.

5. *Local Business Districts*: In any Local Business District except as

hereinafter provided, no building or premises shall be used and no building shall be erected or altered except for one or more of the following uses:

1. Any use permitted in the Residence Districts.
2. Amusement Places.
3. Auction Rooms.
4. Bakeries, employing not more than five (5) persons.
5. Banks.
6. Barber Shops.
7. Battery Service Stations.
8. Billboards and Signs.
9. Catering Establishments.
10. Conservatories.
11. Dancing Academies.
12. Comfort Stations.
13. Dressmaking Establishments.
14. Dyeing and Cleaning Works, employing not more than five (5) persons.
15. Electric Repair Shops.
16. Employment Agencies.
17. Freight Stations.
18. Gasoline and Oil Stations.
19. Hotels.
20. Laundries employing not more than five (5) persons.
21. Laboratories.
22. Locksmith Shops.
23. Lodge Halls.
24. Messenger or Telegraph Service Stations.
25. Millinery Shops.
26. Offices.
27. Painting and Decorating Shops.
28. Photograph Galleries.
29. Plumbing Shops.
30. Post Offices.
31. Printing Shops.
32. Public Garages.
33. Public Service Sub-stations.
34. Recreation Buildings and Structures.
35. Restaurants.
36. Roofing or Plastering Shops.
37. Sales or Show Rooms.
38. Sharpening or Grinding Shops.
39. Stores and Shops for the conduct of Retail Business.
40. Shoe Repairing Shops.
41. Studios.
42. Tailor Shops employing not more than five (5) persons.
43. Tinsmithing Shops.
44. Tire Repairing Shops.

45. Undertaking Establishments.
46. Upholstering Shops.

Any building primarily used for any of the above enumerated uses may have not more than forty (40) per cent of the floor area devoted to industry or storage purposes incidental to such primary use; provided that not more than five (5) employees shall be engaged at any time on the premises in any such incidental use.

6. *General Business Districts.* In any General Business District, except as hereinafter provided, no building or premises shall be used, and no building shall be erected or altered for any of the following specified trades, industries, or uses:

1. Coal, Coke, Lumber, Wood or Building Material Storage Yard.
2. Carting, Express, Hauling or Storage Yard.
3. Contractor's Plant or Storage Yard.
4. Storage, Bailing, Packing or Treatment of Scrap Paper, Iron, Bottles, Rags, or Junk.
5. Brass, Copper, Iron or Steel Works or Foundry.
6. Electrical Central Station Power Plant.
7. Gas Manufacture, or Storage in excess of 10,000 cubic feet.
8. Planing Mill or Saw Mill.
9. Railroad Yards or Round Houses.
10. Stone Yards or Monument Works.
11. Any manufacture or treatment whatsoever, except such light manufactures as are carried on within entirely enclosed buildings and which create no objectionable noise, odor, smoke, fumes, vapor, dust or gas. Nothing in this section shall be deemed to exclude a newspaper or printing establishment, a car barn, or an electric sub-station from a General Business District.

No use permitted in a residence district shall be excluded from a General Business District.

7. *First Industrial Districts.* In any First Industrial District, except as hereinafter provided, no building or premises shall be used, and no building shall be erected or altered for any of the following specified trades, industries or uses:

1. Abattoirs.
2. Acetylene Gas Manufacture.
3. Acid Manufacture.
4. Ammonia, Bleaching Powder or Chlorine Manufacture.
5. Arsenal.
6. Asphalt Manufacture or Refining.
7. Blast Furnace.
8. Boiler Works.
9. Brick, Tile or Terra Cotta Manufacture.
10. Candle Manufacture.
11. Celluloid Manufacture or Treatment.
12. Coke Ovens.
13. Crematory.

14. Creosote Treatment or Manufacture.
15. Disinfectant, Insecticide or Poison Manufacture.
16. Distillation of Bones, Coal, or Wood.
17. Dyestuff Manufacture.
18. Emery Cloth and Sand Paper Manufacture.
19. Fat Rendering.
20. Fertilizer Manufacture.
21. Fish Smoking and Curing.
22. Forge Plants.
23. Gas (illuminating or heating) Manufacture.
24. Glue Size or Gelatine Manufacture.
25. Gunpowder Manufacture or Storage.
26. Fireworks or Explosive Manufacture or Storage.
27. Incineration or Reduction of Garbage, Dead Animals, Offal or Refuse, except for Municipal purposes.
28. Iron, Steel, Brass, or Copper Works or Foundries.
29. Lamp Black Manufacture.
30. Lime, Cement or Plaster of Paris Manufacture.
31. Oil Cloth or Linoleum Manufacture.
32. Oiled Rubber or Leather Goods Manufacture.
33. Ore Reduction.
34. Paint, Oil Shellac, Turpentine or Varnish Manufacture.
35. Paper or Pulp Manufacture.
36. Petroleum Refining or Storage.
37. Potash Works.
38. Printing Ink Manufacture.
39. Pyrolin Manufacture or the Manufacture of Articles therefrom.
40. Round House.
41. Rock Crusher.
42. Rolling Mill.
43. Rubber, Caoutchouc or Gutta Percha Manufacture or Treatment.
44. Salt Works.
45. Sauerkraut, Sausage or Bologna Manufacture.
46. Ship Yard.
47. Shoe Blacking Manufacture.
48. Smelters.
49. Soda and Compound Manufacture.
50. Stock Yards.
51. Stone Mill or Quarry.
52. Stove Polish Manufacture.
53. Sulphuric, Nitric, Hydrochloric or Picric Acid Manufacture.
54. Tallow, Grease, or Lard Manufacture or Refining.
56. Tar Distillation or Manufacture.
57. Tar Roofing or Waterproofing Manufacture.
58. Tobacco (chewing) Manufacture or Treatment.
59. Vinegar Manufacture.

60. Wool Pulling or Scouring.
61. Yeast Plant.
62. And in general those uses which have been declared a nuisance in any court of record or which may be obnoxious or offensive by reason of the emission of odor, vapor, dust, smoke, gas or noise.

8. *Second Industrial District.* In any Second Industrial Districts any premises or building may be used for any purposes whatsoever, provided the present or hereafter adopted ordinances of the City of Waukgan, including the ordinances, regulating the erection and operation of nuisances, are complied with.

9. *Non-Conforming Uses.* The lawful use of a building or premises existing at the time of the adoption of this ordinance may be continued, although such use does not conform with the provisions hereof, and such use may be extended throughout the building. A non-conforming use may be changed to a use of the same or higher classification according to the provisions of this ordinance. Whenever a District shall be hereafter changed, any then existing non-conforming use in such changed district may be continued or changed to a use of a similar or higher classification, provided all other regulations governing the new use are complied with. Whenever a non-conforming use of a building or premises has been discontinued, or changed to a higher classification or to a conforming use, such use shall not thereafter be changed to a use of a lower classification.

Section 3. Area Regulations.

1. *Area Districts.* For the purpose of regulating and limiting the height and bulk of buildings hereafter erected or altered, regulating and limiting the intensity of the use of lot areas, and regulating and determining the areas of yards, courts, and other open spaces within and surrounding such buildings, the City of Waukegan, Illinois, is divided into four classes of Area Districts:

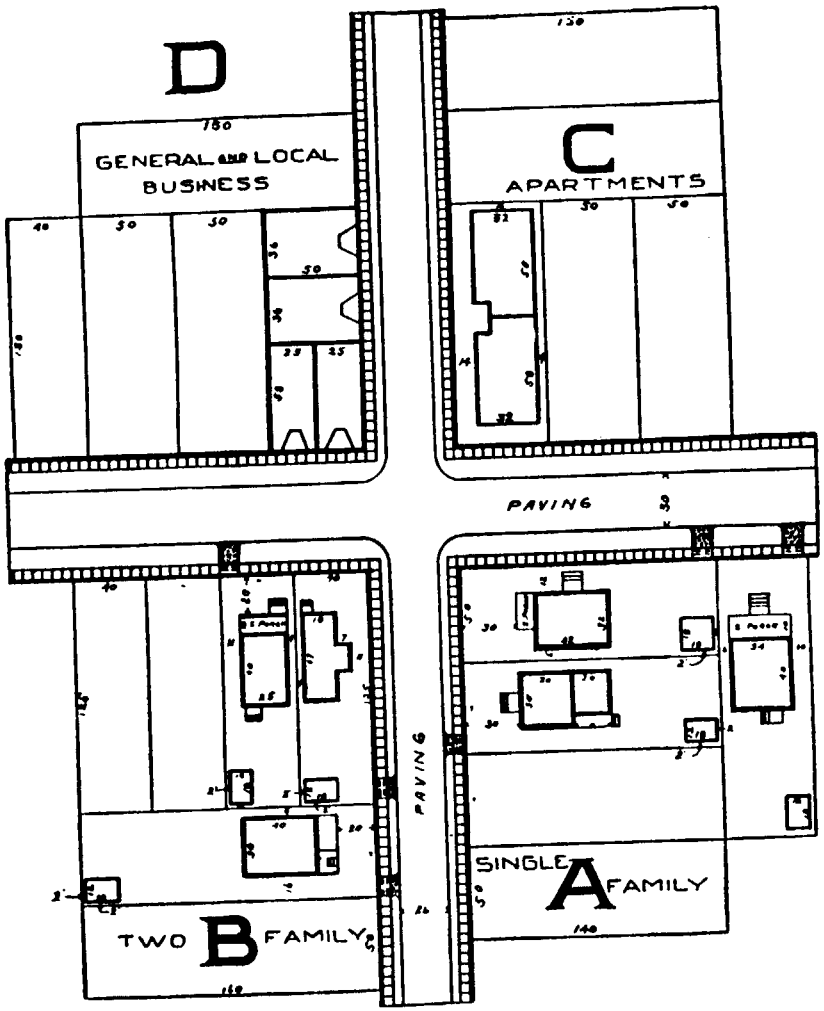
1. "A" Area Districts.
2. "B" Area Districts.
3. "C" Area Districts.
4. "D" Area Districts.

as shown on the Area District Map attached hereto and expressly made a part of this ordinance, and Area Districts are hereby created in the City of Waukegan, Illinois, as the same are designated on the Area District Map hereto attached. No building shall be erected, altered, or used, and no premises shall be used except in conformity with all the regulations herein prescribed for the Area District in which such building or premises are located.

"A" Area Districts:

(*a*) *Building Area*: No building with its accessory building shall be erected or altered so as to occupy more than forty-five per cent of the area of a corner lot nor more than thirty-five per cent of the area of an interior lot.

("*b*") *Number of Families Housed*: No dwelling shall hereafter be erected or altered to accommodate or make provision for more than seven



Plan of Zoning for Various Districts

families on any acre of land or more than a proportional number of families on a fractional part of any acre of land. The maximum number of families which may hereafter be housed on any plot of ground shall not exceed the integral number obtained by multiplying the acreage of such plot by seven. The limitations imposed by this section shall, however, not prohibit the use for a single family dwelling of any lot duly recorded at the time of the passage of this ordinance and containing an area of less than one-seventh of an acre.

(*c*) *Rear Yards*: Every building shall have a rear yard, the depth of which shall not be less than twenty per cent of the depth of the lot nor less than fifteen feet in any case, but it need not exceed twenty-five feet in any case.

(*d*) *Side Yards*: Two side yards shall be provided on every lot. The width of each side yard shall not be less than six feet. The sum of the widths of the two side yards shall in no case be less than twenty per cent of the width of the lot.

(*e*) *Inner Courts*: The least dimension of an inner court at its lowest level shall be not less than ten feet. In no case shall such least dimension be less than one-third the height of the building. The minimum area of an inner court shall not be less than twice the square of its required least dimension.

(*f*) *Outer Courts*: The least dimension of an outer court at its lowest level shall be not less than ten feet. In no case shall such least dimension be less than one-third the height of the building.

3. "B" Area Districts:

(*a*) *Building Area*: No building with its accessory buildings shall be erected or altered so as to occupy more than fifty per cent of the area of an interior lot nor more than sixty per cent of the area of a corner lot.

(*b*) *Number of Families Housed*: No building or series of buildings shall hereafter be erected or altered to accommodate or make provision for more than twenty families on any acre of land nor more than a proportional number of families on a fractional part of any acre of land. The maximum number of families which may hereafter be housed on any plot of ground shall not exceed the integral number obtained by multiplying the acreage of such plot by twenty.

(*c*) *Rear Yards*: Every building shall have a rear yard the depth of which shall be not less than fifteen per cent of the depth of the lot nor less than ten feet in any case, but it need not exceed twenty feet in any case.

(*d*) *Side Yards*: Two side yards shall be provided on every lot and the width of any side yard shall be not less than one-tenth the width of the lot nor less than one-eighth the height of the building.

(*e*) *Inner Courts*: The least dimension of an outer court at its lowest level shall not be less than eight feet. In no case shall such least dimension be less than one-fourth the height of the building. The minimum area of an inner court shall be not less than twice the square of its required least dimension.

(*f*) *Outer Courts*: The least dimension of an outer court at its lowest

level shall be not less than eight feet. In no case shall such least dimension be less than one-fourth the height of the building.

4. "C" Area Districts:

(*a*) *Building Area*: No building with its accessory buildings shall occupy more than seventy-five per cent of the area of an interior lot nor more than eighty-five per cent of the area of a corner lot, provided that for buildings arranged, designed and used for industrial purposes only those area regulations shall be applied at the sill level of the second story windows but not more than twenty feet above the curb level.

(*b*) *Number of Families Housed*: No dwelling, apartment, or apartment house shall hereafter be erected or altered to accommodate or make provision for more than fifty families on any acre of land nor more than a proportional number of families of a fractional part of any acre of land. The maximum number of families which may hereafter be housed on any plot of ground shall not exceed the integral number obtained by multiplying the acreage of such plot by fifty.

(*c*) *Rear Yards*: Every building shall have a rear yard the depth of which shall be not less than ten per cent of the depth of the lot nor less than ten feet in any case, but it need not exceed fifteen feet in any case.

(*d*) *Side Yards*: No side yard wherever provided shall be less than four feet wide nor less in width than one-tenth the height of the building.

(*e*) *Outer Courts*: The least dimension of an outer court at its lowest level shall be not less than six feet. In no case shall such least dimension be less than one-sixth of the building height.

(*f*) *Inner Courts*: The least dimension of an inner court at its lowest level shall be not less than six feet. In no case shall such least dimension be less than one-fifth the height of the building. The minimum area of an inner court shall be not less than twice the square of its required least dimension.

5. "D" Area Districts:

No building or part of a building shall be erected or altered for residential purposes except in conformity with the area regulations prescribed for "C" Area Districts, provided, however, that the limitations relating to the per cent of lot area which buildings may occupy, and the size of courts and yards required, shall be applied at the sill level of the second story windows, but not more than twenty feet above the curb level. The regulations prescribed in the subsequent paragraphs of this section shall be deemed to apply only to buildings used exclusively for some purpoe other than that of a dwelling or an apartment house.

(*a*) *Building Area*: No building with its accessory buildings shall occupy at the sill level of, the second story windows not higher than twenty feet above the curb level, more than ninety per cent of the area of an interior lot. A building situated on a corner lot may occupy the entire lot.

(*b*) *Rear Yards*: Every building other than one situated on a corner lot shall have a rear yard, the depth of which at the sill level of the second story

windows but not more than twenty feet above the curb level, shall be not less than ten per cent of the depth of the lot. The rear yard at such level need not, however, exceed ten feet on lots more than one hundred feet deep. But in no case shall such least dimension be less than one-tenth of the height of the building.

(*c*) *Side Yards*: Wherever a side yard is provided, its width at its lowest level shall be not less than three feet nor less than one-twelfth the height of the building.

(*d*) *Inner Courts*: The least dimension of an inner court at its lowest level shall be not less than six feet. In no case shall such least dimension be less than one-sixth the height of the building. The minimum area of an inner court shall be not less than twice the square of its required least dimension.

(*e*) *Outer Courts*: The least dimension of an outer court at its lowest level shall be not less than five feet. In no case shall such least dimension be less than one-eighth the height of the building.

6. Building Line Set Back:

No building shall be erected or altered in an "A" Residence District so as to place its street wall nearer than thirty feet from the street line; no building shall be erected or altered in a "B" Residence District so as to place its street wall nearer than twenty feet from the street line; and no building shall be erected or altered in a "C" Residence District so as to place its street wall nearer than ten feet from the street line; provided that:

(a) Where a block is occupied or partially occupied by permanent buildings which existed in the block at the time of the passage of this ordinance, the average of the distances of the street walls of such buildings from the street line, shall be the established building line, but no future building in a "B" residence shall be required to set back more than twenty feet, nor in any "C" Residence District more than fifteen feet.

(b) Where a lot on which a building line set back is required adjoins a lot where a smaller set back or no set back is required, the buildings on first mentioned lot, for a distance of not more than fifty (50) feet from the District line, shall be required to observe only one-half the set back that would otherwise be required for first mentoined lot.

(c) Where the rear line of any lot forms part of the front half of the side line of an adjacent lot, such adjacent lot shall be required to observe a set back of only one-half the established set back of the remaining lots fronting on the same street with it in the same block, but this set back shall not be required to be greater than ten feet in any case.

(d) Where the continuation of the front line of one or more lots, as defined herein, located in any "Business" or "Industrial" district forms the front line of one or more lots located in any "A", "B", or "C" Residential district in the same block, any buildings constructed, replaced, altered, or moved on first said lot or lots, shall conform to the building line set back required for the residential lots, but such set back shall not be required to be more than twenty feet in any case.

(e) Where owners of all properties in a block petition in writing for the establishment of a building line within that block, which building line differs from that which would otherwise be established by the provisions of the section, the Board of Appeals may, after due notice and hearings, recommend to the Council the adoption of the building line proposed by the petitioners.

7. Area District Exceptions and Regulations:

The foregoing requirements in the area districts shall be subject to the following exceptions and regulations:

(a) For purposes of the area regulations a semi-detached dwelling, group house, or row house in a "B" or "C" Residence District may be considered as one building and occupying one lot.

(b) Buildings on through lots and running through from street to street may waive the requirements for a rear yard when complying with the percentage of lot occupancy by furnishing other open spaces in lieu of such required rear yard.

(c) In computing the depth of a rear yard or the width of a side yard or open court for any buildings where such yard or court opens on to an alley or street, one-half of such alley or street may be assumed to be a portion of the yard or court, except that in "A" and "B" Area Districts every corner lot shall maintain a side yard in conformity with the side yard requirements for those districts.

(d) Every part of a required yard or court shall be opened from its lowest point to the sky unobstructed, except for the projections of sill, belt courses, cornices and ornamental features not to exceed twelve (12) inches.

(e) Open or lattice enclosed fire escapes, firproof outside stairways and solid floored balconies opening upon fire towers, projecting into a yard not more than five (5) feet or into a court not more than three and one-half (3½) feet, and the ordinary projections of chimneys and flues shall be permitted where same are so placed as not to obstruct the light and ventilation.

(f) No yard, court, or other open space, provided about any building for the purpose of complying with the provisions of these regulations shall again be used as a yard, court, or other open space for another building.

(g) In "A" and "B" Residence Districts no accessory building shall be located within ten feet of its rear or side lot line where either such line forms part of the front half of the side line of an adjacent lot, but the foregoing shall not prohibit the erection of an accessory building fifty feet or more from any street bounding the block.

Section 4. Height Regulations:

Height Districts: For the purpose of regulating and limiting the height of buildings hereafter erected or altered, the City of Waukegan, Illinois, is hereby divided into five classes of Height Districts:

1. "A" Height Districts, 35 feet,
2. "B" Height Districts, 45 feet,
3. "C" Height Districts, 60 feet,

4. "D" Height Districts, 100 feet, as shown on the Height District Map attached hereto and expressly made a part of this ordinance, and height districts are hereby created in the City of Waukegan, Illinois, as the same are designated on the Height District Map hereto attached. No building shall be erected, altered or used, and no premises shall be used for any purpose except in conformity with all the regulations herein prescribed for the Height District in which such building or premises are located.

1. *"A" Height Districts.* In "A" Height Districts no building shall be erected or altered to a height in excess of thirty-five (35) feet, or two and a half stories.

2. *"B" Height Districts*: In "B" Height Districts no building shall be erected or altered to a height in excess of forty-five feet, or three stories.

3. *"C" Height Districts*: In "C" Height Districts no building shall be erected or altered to a height in excess of sixty feet, or five stories.

4. *"D" Height Districts*: In "D" Height Districts no building shall be erected or altered to a height in excess of one hundred feet or eight stories, but every building over six stories in height shall, above the floor line of the seventh story, have its outer walls set back at a ratio of one foot set back for each two feet of rise.

5. Height Districts Exceptions:

The foregoing requirements in the height regulations shall be subject to the following exceptions:

(a) Public or semi-public buildings, churches, hospitals, sanitariums, or schools in "A" or "B" Height Districts may be erected to a height not exceeding sixty (60) feet, provided they are set back from each property line at least one foot for each foot of additional building height above the limit for the district in which they are located.

(b) Dwellings in the "A" Height Districts may be increased in height by not more than ten (10) feet when two (2) side yards of not less than fifteen (15) feet each are provided. Such dwellings, however, shall not exceed three (3) stories in height.

(c) Chimneys, cooling towers, elevator bulkheads, fire towers, monuments, pent houses, stacks, stage towers or scenery lofts, tanks, water towers, ornamental towers and spires, wireless towers, or necessary mechanical appurtenances may be erected to any height in accordance with other existing or hereafter adopted ordinances of the City of Waukegan.

Section 5. Boundaries of Districts.

Where uncertainty exists with respect to the boundaries of the various districts as shown on the maps accompanying and made a part of this ordinance the following rules shall apply:

(a) The district boundaries are either streets or alleys, unless otherwise shown, and where the designation on the maps accompanying and made a part of this ordinance indicating the various districts, are approximately bounded

by street or alley line, said street or alley shall be construed to be the boundary of such district.

(b) Where the district boundaries are not otherwise indicated and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be lot lines, and where the designation on the maps accompanying and made a part of this ordinance indicating the various districts are approximately bounded by lot lines, said lot lines shall be construed to be the boundary of such district, unless said boundaries are otherwise indicated on the maps.

(c) In subdivided property, the district boundary lines on the maps accompanying and made a part of this ordinance, shall be determined by use of the scale contained in such maps.

Section 6. Plats.

Each application for a building permit shall be accompanied by a plat in duplicate drawn to scale showing the actual dimensions of the lot to be built upon, the size of the building to be erected, the setback of existing buildings in the block and all other information that may be necessary to provide for the enforcement of this ordinance. A record of such applications and plans shall be kept in the office of the Building Commissioner. Where application is made to enlarge an existing non conforming use, the application shall be accompanied by an affidavit giving the description of the premises owned at the date of the passage of this ordinance.

Section 7. Occupancy Permits.

No land shall be occupied or used and no building hereafter erected or altered shall be occupied or used in whole or in part for any purpose whatsoever until a certificate of occupancy shall have been issued by the Building Commissioner stating that the building and premises comply with all the building and health laws and ordinances of the City of Waukegan and with the provisions of this ordinance and amendments hereafter duly enacted.

No change of use shall be made in any premises or building or part thereof now or hereafter erected or altered that is not consistent with the provisions of these regulations, and no change shall be made in the use of a building or premises without a permit having first been issued by the Building Commissioner, and no permit shall be issued to make such a change unless it is in conformity with the provisions of this ordinance and amendments thereto hereafter duly enacted.

Certificates for occupancy and compliance shall be applied for at the same time with the application for a building permit and shall be issued within ten (10) days after the erection or alteration of such buildings shall have been lawfully completed. A record of all certificates shall be kept on file in the office of the Building Commissioner, and copies shall be furnished on request to any persons having a proprietary or tenancy interest in the building affected. A fee of two dollars shall be charged for each original certificate and one dollar for each copy thereof.

Section 8. Interpretation; Purpose.

In interpreting and applying the provisions of this ordinance, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare. It is not intended by this ordinance to interfere with or abrogate or annul any ordinances, rules, regulations or permits previously adopted or issued, or which shall be adopted or issued, and which are not in conflict with any of the provisions of this ordinance; nor is it intended by this ordinance to interfere with or abrogate or annul any lawful easements, covenants, or other agreements between parties, provided, however, that where this ordinance imposes a higher standard upon the use of buildings or premises or upon height of buildings, or requires larger open spaces than are imposed or required by such ordinances, rules, regulations or permits, or by easements, covenants, or agreements the provision of this ordinance shall control.

Section 9. Board of Appeals.

Creation and Membership: A Board of Appeals is hereby authorized to be established. The word "Board" when used in this section shall be construed to mean the Board of Appeals. The said Board shall consist of five (5) members appointed by the Mayor of the City and subject to confirmation by the City Commission. One of said members shall be by the Mayor designated as Chairman of said Board and shall hold his office for a period of five years and until his successor is appointed and qualified. The other members shall be by the Mayor designated to hold office for periods of four years, three years, two years and one year respectively, and until their successors are appointed and qualified. At the expiration of the respective terms of office hereby created, and thereafter, the members of said Board shall be appointed in the manner hereinabove set forth for a term of five years each and until their respective successors are duly appointed and qualified. All of the members of said Board shall serve without compensation, and they shall be subject to removal by the Mayor and City Commission, but only for cause and after public hearing.

Meetings: All meetings of the Board of Appeals shall be held at the call of the Chairman and at such other times as such Board may determine. Such Chairman, or in his absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of such Board shall be open to the public. Such Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating such fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, every amendment or repeal thereof and every order, requirement, decision or determination of the Board shall immediately be filed in the office of the Board and shall be a public record.

Duties: Such Board of Appeals shall hear and decide appeals from and review any order, requirements, decision or determination made by the Building Commissioner pursuant to this ordinance. It shall also hear and decide all

matters referred to it or upon which it is required to pass under this ordinance. The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Building Commissioner, or to decide in favor of the applicant any matter upon which it is required to pass or to effect any variation in the ordinance. Such an appeal may be taken by any person aggrieved or by an officer, department, board or bureau of the municipality. Such appeal shall be taken within such time as shall be prescribed by the Board of Appeals by general rule, filing with the Building Commissioner and with the Board of Appeals a notice of appeal, specifying the grounds thereof. The Building Commissioner shall forthwith transmit to the Board of Appeals all the papers constituting the records upon which the action appealed from was taken.

Powers: (1) The Board of Appeals shall fix a reasonable time for the hearing of the appeal and give due notice thereof to the parties and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney. The Board of Appeals may reverse or affirm, partly or wholly, or may modify the order, requirement, decision or determination as in its opinion ought to be made in the premises, and to that end shall have all the powers of the officer from whom the appeal is taken. Where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of this ordinance, the Board of Appeals shall have the power in passing upon appeals, to vary or modify, the application of any of the regulations or provisions of this ordinance relating to the use, construction, or alteration of buildings or structure or the use of land, so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.

(2) The Board shall have the power to recommend to the City Commission such changes in the District boundaries or regulations as it may deem necessary or desirable, as more particularly set forth in Section 10 of this ordinance.

(3) The Board may from time to time adopt such rules and regulations as may be deemed necessary to carry into effect the provisions of this ordinance.

(4) The Board shall have the power to call on any of the other city departments for assistance as may be reasonably required.

Section 10. Changes and Amendments.

The regulations imposed and the Districts created by this ordinance may be amended from time to time by ordinance, but no such amendments shall be made without a hearing before the Board of Appeals which is hereby designated as a Special Commission for this purpose.

The Board of Appeals may of its own motion, or upon petition signed by one or more property owners of any District or portion thereof, or upon instruction from the City Commission, cause to be prepared a notice indicating the changes proposed to be made in regulations or in the District boundary lines, describing the boundaries of the territory to be affected. Such notice shall state the time and place of the public hearing for consideration of such proposed amendment, supplement, or change and the place where maps of the proposed amendment, supplement or change will be accessible for examination by interested parties.

Notice of such public hearing shall be published at least fifteen (15) days in advance thereof in at least one newspaper of general circulation in the City of Waukegan. After such public hearing the Board of Appeals shall report to the City Commission on the proposed amendment, supplement, or change and may cause an ordinance authorizing such proposed amendment, supplement, or change to be introduced in the City Commission of the City of Waukegan. Such hearing may be adjourned from time to time. Whenever a written protest against such proposed amendment, supplement, or change, signed and acknowledged by the owners of twenty (20) per cent of the frontage proposed to be altered or by the owners of 20 per cent of the frontage immediately adjoining in the same block or in the block back of or across an alley therefrom, or by the owners of twenty (20) per cent of the frontage in the block directly opposite the frontage proposed to be altered, shall have been filed with the Clerk of the City within thirty days after said public hearing, the ordinance providing for such proposed amendment, supplement, or change shall not be passed except by the favorable vote of the two-thirds of the members of the City Commission.

Section 11. Completion of Building Under Existing Permits.

Nothing herein contained shall require any change in the plans, construction or designated use of a building for which a building permit has been heretofore issued, or complete plans for which are on file with the Commissioner at the time of the passage of this ordinance, and a permit for the erection of which is issued within one month of the passage of this ordinance, and the construction of which, in either case shall have been diligently prosecuted within six months of the date of such permit, and which entire building shall have been completed according to plans as filed within one year from the date of the passage of this ordinance.

Section 12. Violation, Penalty, Enforcement.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this ordinance shall, upon conviction, be fined not less than ten (10) dollars nor more than one hundred (100) dollars for each offense and each day that a violation shall continue shall constitute a separate offense.

Section 13. Validity of Ordinance.

All ordinances or parts of ordinances in conflict herewith are herewith repealed. If any section, paragraph, subdivision, clause or provision of this ordinance shall be invalid, such invalidity shall apply only to the section, paragraph, subdivision, clause or provision so invalid, and the remainder of this ordinance shall be valid and effective.

Section 14. When Effective.

This ordinance shall be in full force and effect from and after its passage and publication in accordance with the law.

THEO. H. DURST,
Mayor.

Presented and read July 31st, A.D. 1924.
Passed August 14th, A.D. 1924.
Signed August 15th, A.D. 1924.
Published August 16th, A.D. 1924.
Attest: J. H. MARSEILLES, City Clerk.
Approved July 31st, A.D. 1924.

AN ORDINANCE AMENDING THE WAUKEGAN ZONING ORDINANCE PASSED AUGUST 14, A.D. AND PUBLISHED AUGUST 16, A.D. 1924

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAUKEGAN:

SECTION 1. Whereas, the Board of Appeals, organized under the Waukegan Zoning Ordinance, adopted on May 20, 1925, resolutions Nos. 9 and 11 which are fully set forth in the May 20th, 1925, minutes of the meeting of the Board of Appeals and hereby made a part here of by reference thereto, and the said Board in such resolution recommended to the City Council the adoption of certain amendments to the Waukegan Zoning Ordinance passed August 14, A.D. 1924, and published on August 16, A.D. 1924; therefore,

SECTION 2. BE AND IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF WAUKEGAN, that the Waukegan Zoning Ordinance passed August 14, A.D. 1924, and published August 16, 1924, be and the same is hereby amended as follows:

Two Family Dwellings

In Section 2. Use Regulations No. 2. "A" residence districts, No. 1, Single Family Dwellings—after the word "dwellings," add the following: "Provided, however, two family dwellings may be erected or altered if the same are without exposed rear or side stairs, platforms or porches and if the entire building is enclosed, except as to front steps and if the building otherwise conforms to all other provisions of the Building Code and Zoning and other ordinances, except that no dwelling shall be erected or altered under this section to accommodate or provide for more than fourteen (14) families or any acre or more than a proportionate number of families on a fractional part of an acre of land, and, provided, that the owner in any application to erect or alter a two family dwelling in class "A" resident district answers to

the affirmative the questions set forth in Article Ten of the Rules of Procedure of the Board of Appeals, in force December 30, A.D. 1924."

THEO. H. DURST,
Mayor.

Presented and read May 25th, A.D. 1925.
Passed May 25th, A.D. 1925.
Signed May 25th, A.D. 1925.
Approved May 25, A.D. 1925.
Attest: J. H. MARSEILLES, City Clerk.

This Indenture made and entered into this 7th day of November , A. D., 1947, by and between WAUKEGAN COKE CORPORATION, a Delaware corporation (hereinafter called the "Grantor"), and OUTBOARD, MARINE & MANUFACTURING COMPANY, a Delaware corporation (hereinafter called the "Grantee"

W I T N E S S E T H: That,

Whereas, the Grantor is the owner of certain property in the County of Lake and State of Illinois described as follows (hereinafter referred to as "Grantor's property"):

> A tract of land in the N.W. 1/4 of Sec. 22-45-12, described as follows, to wit: Commencing at the S. W. corner of said N.W. 1/4 in Waukegan Township, Lake County, Illinois; thence Northeasterly, making a Northeast angle of 89° 29' with the East and West 1/4 line of said Sec. 22, to a point on the North line of City St. 66 ft. from, measured at right angles, the East and West 1/4 line of said Sec. 22; thence East with and along the North line of said City St., parallel to the E. and W. center line of said Sec. 22, 585.37 ft. to a point on the Northwesterly line of Harbor St.; thence Northeasterly, with and along said Northwesterly line of Harbor St. and making a Northeasterly angle of 75° 12' 10" with the last described course extended East, 119.43 ft. to a point; thence East, parallel to and 181.47 ft. from, measured at right angles, the said center line of Sec. 22, 373.61 ft. to a point; thence Northeasterly making a Northeasterly angle of 60° 01' 15" with last described course extended E., 417.44 ft. to the point of beginning; thence East, parallel to and 543.06 ft. from, measured at right angles, the said center line of Sec. 22, and making a Southeasterly angle of 119° 58' 45" with last described course, 1389.49 ft. more or less, to a point on the shore line of Lake Michigan (this course to be known as the first course); thence Northwesterly with and along said shore line to an intersection with a line running parallel with and 1420 ft. North of,

measured at right angles, the S. line of the property hereby conveyed, being the said first course (this course along said shore line to be known as the second course) said shore line being approximately as follows: running Northerly and making a Northwesterly angle of 88° 55' with the first course 179.16 ft. to a point; thence Northeasterly along said shore line and making a Northeasterly angle of 4° 59' 15" with last described course, extended Northerly 675.5 ft. to a point; thence continuing Northeasterly with and along said shore line and making a Northeasterly angle of 4° 52' 45" with last described course extended Northerly 573.67 ft. to a point (end of description of shore line); thence West 1250.39 ft. to a point (this course to be known as the third course) the last described course also being parallel to and 1420 ft. North of, measured at right angles, the S. line of property herein described; thence Southwesterly, making a Southeasterly angle of 100° 31' 36" with last described course, being the said third course, 1430.2 ft. to a point (this course to be known as the fourth course); thence continuing Southwesterly and making a Southwesterly angle of 19° 27' 09" with last described course extended Southerly (being the fourth course), 16.03 ft. to the point of beginning (this course to be known as the fifth course), said tract containing 42.24 Acres, more or less.

and

Whereas, the Grantee is the owner of certain property in the County of Lake and the State of Illinois described as follows (hereinafter referred to as "Grantee's property"):

That part of the North West quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, bounded and described to-wit: Commencing at the South West corner of the North West quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, Waukegan Township; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles the East and West center line of said Section 22; thence East with

and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along the said North Westerly line of Harbour Street and making a North Easterly angle of 75 degrees, 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to the point of beginning; thence continuing East with and along last described course extended East 1610.89 feet, more or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 361.6 feet from, measured at right angles to the said first course herein described, (this course to be known as the second course); said shore line being approximately as follows: running Northerly making a North Westerly angle of 79 degrees 22 minutes and 30 seconds with the first course herein described, 36.02 feet to a point; thence continuing North Westerly with and along said shore line and making a North Westerly angle of 9 degrees 32 minutes and 30 seconds with last described course extended Northerly 326.25 feet to a point; thence West parallel to and 361.6 feet North of, measured at right angles; the said first course herein described a distance of 1389.49 feet; (this course to be known as the third course); thence South Westerly making a South Easterly angle of 119 degrees 58 minutes and 45 seconds from said third course, 417.44 feet to the point of beginning (this course to be known as the fourth course) excepting Railroad tracks of the Elgin, Joliet and Eastern Railway Company, a corporation of Indiana and Illinois,

Excepting, however, from the above description certain property conveyed to the City of Waukegan, State of Illinois, described as follows: That part of the Northwest Quarter of Fractional Section 22, Township 45 North, Range 12, East of the 3rd P.M. described as follows, to-wit: Commencing at a point 181.47 feet North of the South line and 2482.5 feet East of the West line of said quarter section;

thence North parallel with the West line of said quarter section 361.6 feet; thence East along a line parallel with and 543.07 feet from (measured at right angles) the South line of said quarter section to the shore line of Lake Michigan; thence in a Southerly direction with and along said shore line to a point which is 181.47 feet North of the South line of said quarter section (measured at right angles); thence West parallel with the South line of said quarter section to the place of beginning, together with all riparian rights, in the City of Waukegan, Lake County, Illinois.

Whereas, the Grantee's property adjoins the Grantor's property and lies immediately south of the Grantor's property; and

Whereas, the Grantee desires to lay, construct, operate, maintain and repair a sanitary sewer line across the Grantor's property to connect with the sewerage system of the North Shore Sanitary District, and the Grantor is willing to grant to the Grantee a perpetual easement for that purpose subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby gives and grants unto the Grantee a perpetual easement to lay, construct, operate, maintain and repair a sanitary sewer line across the Grantor's property to connect with the sewerage system of the North Shore Sanitary District upon the following terms and conditions:

1. The easement hereby granted shall, subject to the right of relocation hereinafter provided, be upon that part of Grantor's property described as follows:

A strip of land fourteen (14') feet in width, which includes seven feet (7') on each side of the following described center line: Beginning at a point in the North property line of Grantor's property (above described) which is one hundred and fifty-three feet (153') East of the North West corner of the Grantor's property and extending in a direction seven degrees and twenty minutes (7° 20') West of South, fourteen hundred and thirty-three and five-tenths feet (1433.5') to a point on the South property line of Grantor's property, which point is two hundred and ninety-three and forty-nine hundredths feet (293.49') East of the South West corner of Grantor's property, which strip of land contains forty-six hundredths (0.46) of an acre, more or less..

2. The sewer line shall be placed at a minimum depth of four (4) feet below the present surface of the ground. In laying and constructing the sewer line the Grantee shall adequately protect all crossings of railroad tracks, power conduits and steam lines. Upon completion of the sewer line the Grantee shall restore the property as nearly as may be to the condition in which it now is, leaving the area in a clean and usable condition.

3. The Grantee, its successors and assigns covenants to maintain the sewer line in good condition and shall have a continuing right of access to the sewer line for the purpose of maintenance and repair. Grantee shall indemnify and hold harmless Grantor, its successors and assigns against liability

of any kind arising out of the construction and maintenance and repair of said sewer line.

4. Within ninety (90) days after the completion of the sewer line the Grantee shall furnish to the Grantor a detailed blueprint of the sewer line setting forth markings of all crossings of railroad tracks, power conduits and steam lines

5. The Grantor reserves and shall have the right at any time or from time to time to change the location of the sewer line to any other location on Grantor's property, but in such event the location of the sewer line shall be so changed at the expense of the Grantor and such relocated sewer line shall continue to begin and end at the hereinabove designated points in the north line and south line of Grantor's property. Upon any such relocation the easement hereby granted as to the old location shall cease and shall be deemed to have been released, and the easement shall thereafter be deemed to exist only in respect of such relocated sewer line. The relocated easement shall be fourteen (14) feet in width, and shall extend seven (7) feet on each side of the center of the sewer line as so relocated.

6. The easement herein granted shall be appurtenant to Grantee's property hereinabove described, and all of the provisions herein contained shall bind and inure to the benefit

of the successors and assigns of the parties hereto.

In Witness Whereof, said Waukegan Coke Corporation has caused this indenture to be executed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and said Outboard, Marine & Manufacturing Company has caused this indenture to be executed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

WAUKEGAN COKE CORPORATION

By _____ President

Attest _____ Secretary

OUTBOARD MARINE & MANUFACTURING COMPANY

By _____ President

Attest _____ Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Marian I. Guyer , a Notary Public in and for the said County in the State aforesaid, do hereby certify that Thomas C. Strachan, Jr. and Walter I. Deffenbaugh personally known to me to be the same persons whose names are,

respectively, as President and Secretary of Waukegan Coke Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this 7th day of November, 1947.

Marian [illegible]

Notary Public

My Commission expires
February 6, 1950.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Beulah M. Stewart, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ralph Evinrude and H. M. Fisher personally known to me to be the same persons whose names are, respectively, as President and Secretary of Outboard, Marine & Manufacturing Company, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the said corporation

and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this 26th day of November, 1947.

Beulah M. Stewart

Notary Public

My Commission expires
September 6, 1948

Recorded November 26, 1947 in Lake County, Illinois as document file 463183D in Record Book 845, Page 133.

WAUKEGAN COKE CORPORATION

CERTIFICATE OF SECRETARY

I, A. F. Power, Secretary of WAUKEGAN COKE CORPORATION, do hereby certify that the following is a true and complete copy of resolutions adopted by the Board of Directors of Waukegan Coke Corporation, on February 18, 1948:

RESOLVED, that the action of the officers of the Corporation in granting an easement to the Outboard Marine & Manufacturing Co. for the construction and maintenance of a pressure sewer across the Corporation's land, and of contributing $2,000 to the cost of construction of such sewer, in consideration of a continuing right to discharge waste from the Corporation's plant through said sewer in such manner as to eliminate the nuisance complained of by the Illinois Stream Control Commission and the North Shore Sanitary District, be, and the same hereby is, in all respects, ratified, approved, and confirmed; and

FURTHER RESOLVED, that the proper officers of the Corporation be and they hereby are authorized and directed to take all further action necessary to carry out the agreement aforesaid.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Waukegan Coke Corporation this 21st day of February, 1948.

A. F. Power

A. F. Power
Secretary

SUPPLEMENTAL INDENTURE

This Supplemental Indenture made and entered into this 14th day of May A. D., 1948, by and between WAUKEGAN COKE CORPORATION, a Delaware corporation (hereinafter called the "Grantor"), and OUTBOARD, MARINE & MANUFACTURING COMPANY, a Delaware corporation (hereinafter called the "Grantee"),

WITNESSETH:THAT,

Whereas, under date of November 7, 1947, an Indenture (hereinafter called the "Original Indenture") was made and entered into by and between the Grantor herein and the Grantee herein (said parties being called by the same names in the Original Indenture), by which the Grantor gave and granted unto the Grantee a perpetual easement to lay, construct, operate, maintain and repair a sanitary sewer line across the Grantor's property in the County of Lake and State of Illinois described in said Original Indenture to connect with the sewerage system of the North Shore Sanitary District, upon the terms and conditions set forth in said Original Indenture; and

Whereas, said Original Indenture was recorded in the office of the Recorder of Lake County, Illinois, on November 26, 1947, as Document 631830; and

Whereas, in the laying and constructing of the sewer line contemplated by the Original Indenture physical difficulties were encountered which made it impractical to lay and construct the sewer line upon that part of Grantor's property described in numbered paragraph 1 of the Original Indenture; and

Whereas, pursuant to agreement between the Grantor and Grantee, the sewer line contemplated by the Original Indenture was laid and constructed across that part of the Grantor's property hereinafter in this Supplemental Indenture described; and

Whereas, the Grantor and Grantee are still the owners of the respective properties in the County of Lake and State of Illinois described in the Original Indenture; and

Whereas, the Grantor and Grantee desire to amend the Original Indenture so as to release the easement upon that part of Grantor's property described in numbered paragraph 1 of the Original Indenture, and so that the easement shall be upon that part of Grantor's property wherein the sewer line has been laid and constructed;

Now, Therefore, for and in consideration of the premises and the sum of Ten Dollars ($10.00) in hand paid by the Grantee to the Grantor, the parties hereto agree as follows:

1. The easement given and granted by the Original Indenture is hereby released and terminated as to that part of Grantor's property described in numbered paragraph 1 of the Original Indenture.

2. The easement granted by the Original Indenture shall, subject to the right of relocation provided in the Original Indenture, be upon that part of Grantor's property described as follows:

> A strip of land, 14 feet in width, lying 7 feet on each side of the following described center line; commencing at a point in the north property line of property owned by the Grantor in the north west quarter of section 22, township 45 north, range 12 east of the 3rd. principal meridian, 166.6 feet east of the northwest corner of said property; thence south 1 degree and 4 minutes east, 446 feet; thence south 10 degrees and 47 minutes west, 445 feet; thence south 15 degrees and 18 minutes west, 531 feet; thence south 36 degrees and 2 minutes west, 32 feet to a point in the south property line of said property, 202.2 feet east of the south west corner thereof.

3. In the event that the location of the sewer line shall be changed pursuant to numbered paragraph 5 of the Original Indenture the relocated sewer line shall continue to begin and end at the points in the north line and south line of Grantor's property designated in numbered paragraph 2 of this Supplemental Indenture.

4. Except as amended by this Supplemental Indenture the Original Indenture shall remain in full force and effect.

In Witness Whereof, said Waukegan Coke Corporation has caused this Supplemental Indenture to be executed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and said Outboard, Marine & Manufacturing Company has caused this Supplemental Indenture to be executed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all on the day and year first above written.

WAUKEGAN COKE CORPORATION

By _____
President

ATTEST:

_____
Secretary

OUTBOARD, MARINE & MANUFACTURING COMPANY

By _____
President

ATTEST:

_____
Secretary

STATE OF ~~ILLINOIS~~ Michigan }
COUNTY OF Wayne } SS:

I, William B. Robinson, a notary public in and for the said County in the State aforesaid, do hereby certify that W. F. Armstrong and A. F. Power personally known to me to be the same persons whose names are, respectively, as President and Secretary of Waukegan Coke Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this 14 day of May, 1948.

William B. Robinson
Notary Public

WILLIAM B. ROBINSON
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 2, 1950

My Commission expires _____

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, Beulah M. Stewart, a notary public in and for the said County in the State aforesaid, do hereby certify that Ralph Evanuik and H. M. Fisher personally known to me to be the same persons whose names are, respectively, as President and Secretary of Outboard, Marine & Manufacturing Company, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this 20th day of May, 1948.

Beulah M. Stewart
Notary Public

My Commission expires Sept 6 1948

Recorded May 21, 1948, Recorder of Deeds, Lake County, Illinois (Waukegan have Document 643457) in Record Book 869, Page 412.

THIS INDENTURE, made this 28th day of May , in the year of our Lord one thousand nine hundred and forty-eight (A.D. 1948) between WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it in hand paid by GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, having a principal place of business at 3044 West Grand Boulevard, Detroit, Michigan, Grantee, the receipt whereof is hereby acknowledged, does hereby convey, assign and warrant to Grantee, its successors and assigns, all of its right, title, interest, claim, demand and indemnification rights, together with all of the reversion or reversions in and to an easement heretofore granted for the purpose of maintaining existing gas transmission lines over the following described premises in the County of Lake, State of Illinois, to-wit:

> A strip of land ten (10) feet in width lying five (5) feet on each side of the following described center line: Commencing at a point which is 2485 feet East of and 543.06 feet North of the Southwest corner of the North West quarter of Section 22, Township 45 North Range 12, East of the 3rd Principal Meridian; running thence North Easterly to a point 21.4 feet East and 408.3 feet North of the place of beginning; thence Northeasterly to a point 59.4 feet East and 891.3 feet North of the place of beginning; thence Northeasterly to a point 1420 feet North and 137.4 feet East of the place of beginning.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name

to be signed to these presents by its President and attested by its Secretary this 28th day of May, A. D., 1948.

WAUKEGAN COKE CORPORATION
a Delaware corporation

By W F Armstrong
President

Attest A. F. Power
Secretary

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I, Nina S. Coughenour, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. F. Armstrong, personally known to me to be the President of Waukegan Coke Corporation, a Delaware corporation, and A. F. Power, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the [illegible] t,

No. B 262801

STATE OF MICHIGAN, County of Wayne } ss

E-339 10 Bks. 7-47

NOTARIAL ACKNOWLEDGMENT

I, EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal,

Do Hereby Certify, That Nina S. Coughenour whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 1st day of June A. D. 1948

EDGAR M. BRANIGIN, Clerk

[signature] Deputy Clerk

GIVEN under my hand and Notarial Seal this 28th day of May, A. D., 1948.

Notary Public,

My Commission Expires
January [illegible], 1950

THIS INDENTURE, made this 28th day of May , in the year of our Lord one thousand nine hundred and forty-eight (A. D. 1948) between WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it in hand paid by GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, having a principal place of business at 3044 West Grand Boulevard, Detroit, Michigan, Grantee, the receipt whereof is hereby acknowledged, does hereby convey, assign and warrant to Grantee, its successors and assigns, all of its right, title, interest, claim, demand, indemnification right and right to relocate, together with all of the reversion or reversions in and to an easement heretofore granted for a sanitary sewer line over the following described premises in the County of Lake, State of Illinois, to-wit:

> A strip of land, 14 feet in width, lying 7 feet on each side of the following described center line; commencing at a point in the north property line of property owned by the Grantor in the North West quarter of Section 22, Township 45 North, Range 12 East of the 3rd Principal Meridian, 166.6 feet East of the Northwest corner of said property; thence South 1 degree and 4 minutes East, 446 feet; thence South 10 degrees and 47 minutes West, 445 feet; thence South 15 degrees and 18 minutes West, 531 feet; thence South 36 degrees and 2 minutes West, 32 feet to a point in the South property line of said property, 202.2 feet East of the Southwest corner thereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and attested

by its Secretary this 28th day of May, A. D., 1948.

WAUKEGAN COKE CORPORATION
a Delaware corporation

By W F Armstrong
President

Attest A F Power
Secretary

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I, Nina S. Coughenour, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. F. Armstrong, personally known to me to be the President of Waukegan Coke Corporation, a Delaware corporation, and A. F. Power, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as the President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the stockholders and Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

No. B 264
STATE OF MICHIGAN
County of Wayne

GIVEN under my hand and Notarial Seal this 28th day of May, A. D., 1948.

Nina S. Coughenour
Notary Public,

My Commission Expires 1/23/50
January 23, 1950

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, having a principal office at Waukegan, Illinois, pursuant to authority given by the stockholders and the Board of Directors of said corporation, for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable considerations, receipt of which sum is acknowledged, CONVEYS and WARRANTS unto GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to transact business in the State of Illinois, having a principal office at 3044 West Grand Boulevard, Detroit, Michigan, the following described Real Estate, to-wit:

> Commencing at the South West corner of the North West quarter of Section 22, Township 45 North, Range 12 East of the 3rd P.M., Waukegan Township, Lake County, Illinois; thence North Easterly, making a North East angle of 89 degrees and 29 minutes with the East and West Center line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly, with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees, 12 minutes and 10 seconds with the last described course extended East 119.43 feet to a point; thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly, making a North Easterly angle of 60 degrees, 1 minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning and the South West corner of premises intended to be described; thence East parallel to, and 543.06 feet from, measured at right angles, the said center line

of Section 22, and making a South Easterly angle of 119 degrees, 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on the shore line of Lake Michigan (this course to be known as the first course); thence North Westerly, with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby described, being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows, running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly, continuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with the last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly, with and along said shore line and making a North Easterly angle of 4 degrees, 52 minutes and 45 seconds with last described course extended Northerly, 573.67 feet to a point, (end of description of shore line); thence West, 1250.39 feet to a point, (this course to be known as the third course), the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly, making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course, (being the said third course), 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees, 27 minutes and 9 seconds with last described course extended Southerly (being the fourth course), 16.03 feet to the point of beginning, (this course to be known as the fifth course).

TOGETHER WITH all accretions thereto and the riparian rights and shore rights appurtenant thereto.

TOGETHER WITH an easement for the purpose of ingress and egress between the property described herein and the public streets of the City of Waukegan, Illinois, granted by Elgin, Joliet & Eastern Railroad Company in the deed dated March 14, 1927 and recorded March 16, 1927 in Book 262 of Deeds, page 610 as Document 395717, in the office of the Recorder of Deeds of

Lake County, Illinois, and

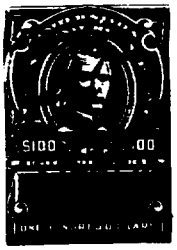
TOGETHER WITH the buildings, structures, erections and constructions on the above described real estate, and

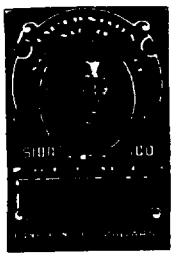
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining situated in the City of Waukegan, County of Lake, State of Illinois, and

TOGETHER WITH the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of each part and parcel thereof, and also all the estate, right, title and interest, property, possession, claim and demand whatsoever in and to the premises or any part or parcel thereof.

The foregoing tract is conveyed subject to general taxes for the year 1948 and thereafter, and to zoning and building ordinances, the existing channel across said premises, and to all the terms and conditions and covenants contained in a certain deed of the Elgin, Joliet and Eastern Railway Company dated March 14, 1927, (recorded March 16, 1927 in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, Page 610, as Document 295717), conveying said premises to William A. Baehr, the obligations thereof the North Shore Coke and Chemical Company (a Delaware corporation) assumed as Grantee in the certain deed of said William A. Baehr and Mable S. Baehr, his wife, dated March 14, 1927 (Recorded March 16, 1927 in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, Page 608, as Document 295716) as modified or discharged by (i) a certain deed from said corporation to the City of Waukegan, Illinois, dated October 27, 1927 (Recorded April 22, 1929, in the office of the Recorder of Deeds of Lake

County, Illinois, in Book 335 of Deeds, Page 582, as Document 335250) conveying a strip of land 100 feet in width across said property; (ii) a certain deed from the City of Waukegan, Illinois to said corporation dated July 30, 1935, (Recorded July 31, 1935 in the office of the Recorder of Deeds of Lake County, Illinois, in Book 413 of Deeds, Page 277 as Document 415306) reconveying the said strip of land 100 feet in width to the North Shore Coke and Chemical Company, and (iii) a certain deed from said corporation to the City of Waukegan, Illinois, dated July 31, 1935 (Recorded August 2, 1935, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 413 of Deeds, Page 288, as Document 415382) conveying a perpetual easement to the City of Waukegan, Illinois, to maintain and use a roadway on and along a strip of land 50 feet in width across the above described premises, and to any right, title and interest of the Elgin, Joliet and Eastern Railway Company in and to the steel rails, ties and switches and other materials of the railroad track upon said premises.





It being intended to convey all the property conveyed to Waukegan Coke Corporation by deed filed for record on July 14, 1947, in the office of the Recorder of Deeds of Lake County, Illinois, and recorded in Book 821 of Deeds, Page 524, as Document 621340.

AND ALL OTHER PROPERTY, REAL, PERSONAL AND MIXED, AND ANY RIGHT TITLE CLAIM OR INTEREST THEREIN NOT HEREINABOVE DESCRIBED OWNED BY WAUKEGAN COKE CORPORATION.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be

signed to these presents by its President, and attested by its Secretary this 28th day of May , A.D., 1948.

WAUKEGAN COKE CORPORATION
A Delaware corporation

By W. F. Armstrong
President

Attest A. F. Power
Secretary

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

I, Nina S. Coughenour , the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. F. Armstrong , personally known to me to be the President of Waukegan Coke Corporation, a Delaware corporation, and A. F. Power , personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing

No. 2627

STATE OF MICHIGAN
County of Wayne

NOTARIAL ACKNOWLEDGMENT

I EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal,

Do Hereby Certify, That Nina S. Coughenour whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 1st day of June A. D. 1948.

EDGAR M. BRANIGIN, Clerk
Deputy Clerk

set forth.

GIVEN under my hand and Notarial Seal this 28th day of May , A.D., 1948.

Nina S. Coughenour
Notary Public,
My Commission Expires: [illegible]

THIS INDENTURE Made this 18th day of June, in the year of our Lord one thousand nine hundred and forty-seven (A. D. 1947) between WAUKEGAN COKE CORPORATION, a Delaware corporation, duly authorized to do business in the State of Illinois, First Party, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it paid by the NORTH SHORE GAS COMPANY, an Illinois corporation of 209 Madison Street, Waukegan, Illinois, Second Party, the receipt whereof is hereby acknowledged, does hereby grant unto the Second Party, its successors and assigns, a perpetual easement over the following described premises for the purpose of maintaining gas transmission lines, said premises being described as follows:

> A strip of land ten (10) feet in width lying five (5) feet on each side of the following described center line: Commencing at a point which is 2485 feet East of and 543.06 feet North of the Southwest corner of the North West Quarter of Section 22, Township 45 North Range 12, East of the 3rd Principal Meridian; running thence North Easterly to a point 21.4 feet East and 408.3 feet North of the place of beginning; thence Northeasterly to a point 59.4 feet East and 891.3 feet North of the place of beginning; thence Northeasterly to a point 1420 feet North and 137.4 feet East of the place of beginning, said line being designated as "permanent easement" on the plat hereto attached;

upon the following terms and conditions:

1. It is understood and agreed that the title to the transmission lines in the premises described shall at all times remain in the North Shore Gas Company, its successors and assigns, together with the right at any time to replace or remove all or any part thereof.

2. All work in connection with the maintaining, renewing and repairing of said transmission mains and all other equipment therewith, including replacements caused by the

[illegible] First Party's property, shall be performed by [illegible] and expense to be incurred shall be borne by and [illegible] North Shore Gas Company, its successors and assigns. [illegible] shall be in accordance with accepted practices [illegible] and shall meet local conditions applicable [illegible] construction.

[illegible] Second Party, its successors and assigns, shall [illegible] indemnify and hold harmless First Party, its [illegible] assigns, against any costs, expenses, suits, [illegible] injury or liability of any kind whatsoever aris- [illegible] construction, maintenance and use of the right [illegible] granted.

[illegible] It is understood that the easement herein granted [illegible] subject to the terms and conditions of roadway easements heretofore granted over the same premises.

IN WITNESS WHEREOF the parties hereto have caused these [illegible] to be signed in their respective corporate names by [illegible] duly authorized officers and caused their corporate [illegible] to be hereto affixed the day and year first above written.

WAUKEGAN COKE CORPORATION

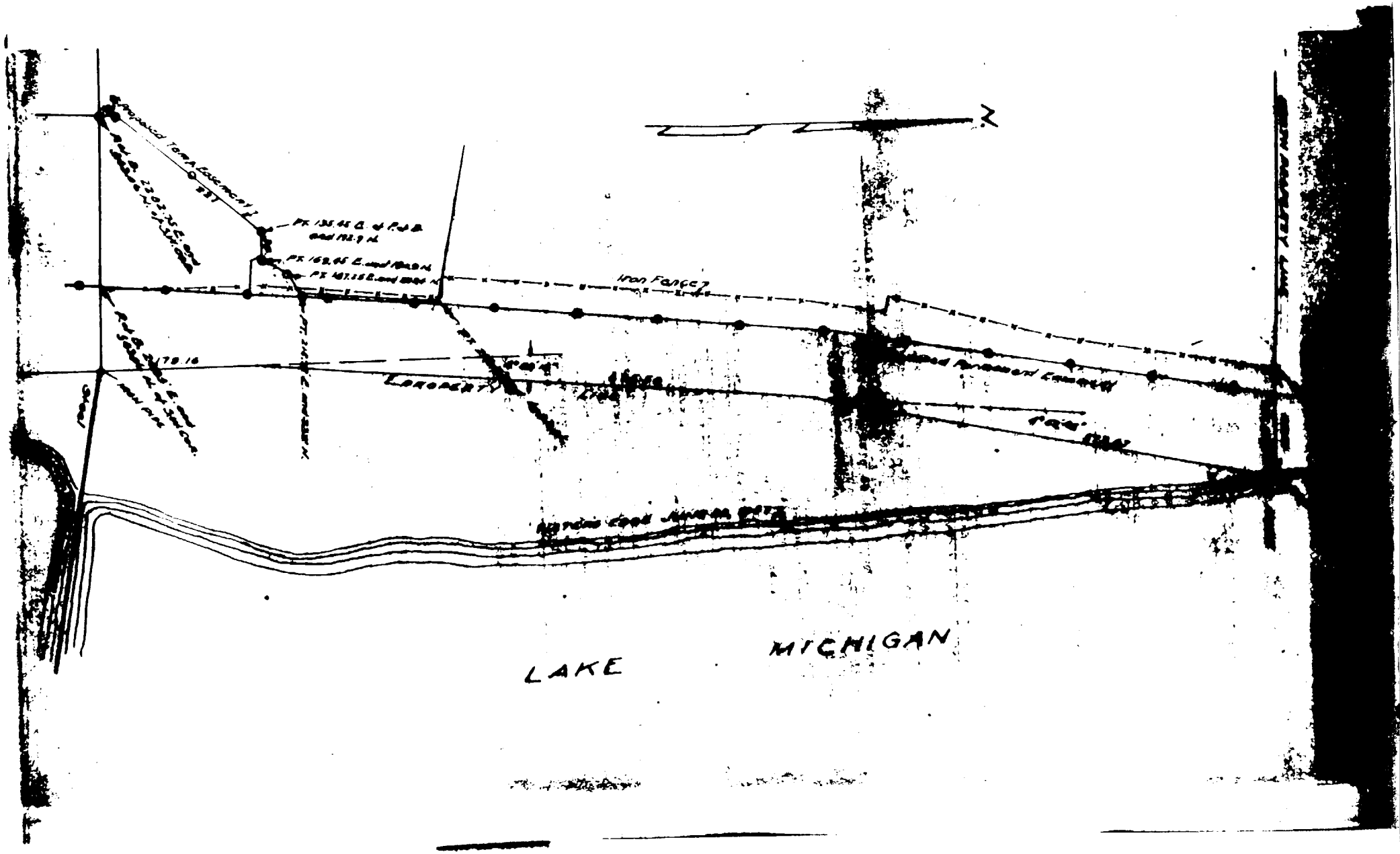
[illegible] Assistant Secretary

BY [illegible] Vice-President.

NORTH SHORE GAS COMPANY

[illegible] Secretary

BY [illegible] President.


N
Iron Fence
LAKE
MICHIGAN

[illegible] the undersigned, a Notary Public in and for said [illegible] State aforesaid, DO HEREBY CERTIFY that [illegible], personally known to me to [illegible] of [illegible] Coke Corporation, a Delaware [illegible], personally [illegible] Secretary of said corporation, [illegible] known to me to be the same persons whose names [illegible] to the foregoing instrument, appeared before me [illegible] and severally acknowledged that as such [illegible] and Assistant Secretary, they signed and de- [illegible] said instrument as Vice-President and Assistant [illegible] said corporation, and caused the corporate seal [illegible] corporation to be affixed thereto, pursuant to autho- [illegible] the Board of Directors of said corporation as [illegible] voluntary act, and as the free and voluntary [illegible] said corporation, for the uses and purposes [illegible]

GIVEN under my hand and Notarial Seal this 30th [illegible] A. D. 1947.

Doris B. Wayland
Notary Public.

My Commission Expires Nov. 7, 1948

STATE OF ILLINOIS }
COUNTY OF LAKE } ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A. W. CONOVER, personally known to me to [illegible] President of North Shore Gas Company, an Illinois corpo- [illegible], and C. J. MULHOLLAND, personally known [illegible] to be the Secretary of said corporation, and personally [illegible] to me to be the same persons whose names are subscribed [illegible] foregoing instrument, appeared before me this day in [illegible] and severally acknowledged that as such President and [illegible] they signed and delivered the said instrument as [illegible] Secretary of said corporation, and caused the [illegible] seal of said corporation to be affixed thereto, pur- [illegible] authority, given by the Board of Directors of said [illegible] as their free and voluntary act, and as the free [illegible] act and [illegible] said corporation, for the uses [illegible] therein [illegible]

GIVEN under my hand and Notarial Seal this 28th day [illegible] A. D. 1947.

Harry F. Luther
Notary Public.

State of Illinois } ss. No. 621388
Lake County } JUL 14
Filed for record A. D.
1947 at 3:10 o'clock P. M. and
duly recorded in Book 821
of RECORDS Page 593
Howard L. Scott
Recorder

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, HOWARD L. SCOTT, Recorder of Deeds of Lake County and the keeper of the records and files thereof, in the State aforesaid, do hereby certify the annexed and foregoing to be a true and correct photostat copy of an instrument which was filed in the Recorder's Office of Lake County, on the 14th day of July, 1947, as Document Number 621388, and duly recorded in Book 821 of Records on Page 593, as the same appears from the records thereof now in my office remaining.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Recorder of Deeds at Waukegan, Illinois, this 25th day of June, A. D. 1948.

Howard L. Scott
RECORDER OF DEEDS
Lake County, Illinois

This Indenture made and entered into this 10th day of November A.D. 1948, by and between OUTBOARD, MARINE & MANUFACTURING COMPANY, a Delaware corporation (hereinafter called the "Grantor"), and GENERAL MOTORS CORPORATION, a Delaware corporation (hereinafter called the "Grantee"),

WITNESSETH: THAT,

Whereas, the Grantor is the owner of certain property in the County of Lake and State of Illinois, described as follows (hereinafter referred to as "Grantor's property"):

> That part of the North West quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, bound and described, to wit: Commencing at the South West corner of the North West quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, Waukegan Township; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along the said north Westerly line of Harbor Street and making a North Easterly angle of 75 degrees, 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to the point of beginning; thence continuing East with and along last described course extended East 1610.89 feet, more or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly with and

along said shore line to an intersection with a line running parallel with and 361.6 feet from, measured at right angles to the said first course herein described, (this course to be known as the second course); said shore line being approximately as follows; running Northerly making a North Westerly angle of 79 degrees 22 minutes and 30 seconds with the first course herein described, 36.02 feet to a point; thence continuing North Westerly with and along said shore line and making a North Westerly angle of 9 degrees 32 minutes and 30 seconds with last described course extended Northerly 326.25 feet to a point; thence West parallel to and 361.6 feet North of, measured at right angles; the said first course herein described a distance of 1389.49 feet; (this course to be known as the third course); thence South Westerly making a South Easterly angle of 119 degrees 58 minutes and 45 seconds from said third course, 417.44 feet to the point of beginning (this course to be known as the fourth course) excepting Railroad tracks of the Elgin, Joliet and Eastern Railway Company, a corporation of Indiana and Illinois,

Excepting, however, from the above description certain property conveyed to the City of Waukegan, State of Illinois, described as follows: That part of the Northwest Quarter of Fractional Section 22, Township 45 North, Range 12, East of the 3rd P.M., described as follows, to wit: Commencing at a point 181.47 feet North of the South line and 2482.5 feet East of the West line of said quarter section; thence North parallel with the West line of said quarter section 361.6 feet; thence East along a line parallel with and 543.07 feet from (measured at right angles) the South line of said quarter section to the shore line of Lake Michigan; thence in a Southerly direction with and along said shore line to a point which is 181.47 feet North of the South line of said quarter section (measured at right angles); thence West parallel with the South line of said quarter section to the place of beginning, together with all riparian rights, in the City of Waukegan, Lake County, Illinois.

Whereas, the Grantee is the owner of certain property in the County of Lake and State of Illinois, described as follows (hereinafter referred to as "Grantee's property"):

A tract of land in the N.W. 1/4 of Sec. 22, Township 45 North, Range 12 East of the Third Principal Meridian, described as follows,

to wit: Commencing at the S. W. Corner of said N. W. 1/4 in Waukegan Township, Lake County, Illinois; thence Northeasterly, making a Northeast angle of 89° 29' with the East and West 1/4 line of said Sec. 22, to a point on the North line of City St. 66 ft. from, measured at right angles, the East and West 1/4 line of said Sec. 22; thence East with and along the North line of said City St., parallel to the E. and W. center line of said Sec. 22, 585.37 ft. to a point on the Northwesterly line of Harbor St.; thence Northeasterly, with and along said Northwesterly line of Harbor St. and making a Northeasterly angle of 75° 12' 10" with the last described course extended East, 119.43 ft. to a point; thence East, parallel to and 181.47 ft. from, measured at right angles, the said center line of Sec. 22, 373.61 ft. to a point; thence Northeasterly making a Northeasterly angle of 60° 01' 15" with last described course extended E., 417.44 ft. to the point of beginning; thence East, parallel to and 543.06 ft. from, measured at right angles, the said center line of Sec. 22, and making a Southeasterly angle of 119° 58' 45" with last described course, 1389.49 ft. more or less, to a point on the shore line of Lake Michigan, (This course to be known as the first course); thence Northwesterly with and along said shore line to an intersection with a line running parallel with and 1420 ft. North of, measured at right angles, the S. line of the property hereby conveyed, being the said first course (this course along said shore line to be known as the second course) said shore line being approximately as follows: running Northerly and making a Northwesterly angle of 88° 55' with the first course 179.16 ft. to a point; thence Northeasterly along said shore line and making a Northeasterly angle of 4° 59' 15" with last described course, extended Northerly 675.5 ft. to a point; thence continuing Northeasterly with and along said shore line and making a Northeasterly angle of 4° 52' 45" with last described course extended Northerly 573.67 ft. to a point (end of description of shore line); thence West 1250.39 ft. to a point (this course to be known as the third course) the last described course also being paralled to and 1420 ft. North of, measured at right angles, the S. line of property herein described; thence Southwesterly, making a Southeasterly angle of 100° 31' 36" with last described course, being the said third course, 1430.2 ft. to a point (this course to be known as the fourth course); thence continuing Southwesterly and making a Southwesterly angle of 19° 27' 09" with last described course extended

Southerly (being the fourth course), 16.03 ft. to the point of beginning (this course to be known as the fifth course), said tract containing 42.24 acres, more or less.

Whereas, the Grantee's property adjoins the Grantor's property and lies immediately north of Grantor's property; and

Whereas, pursuant to agreement between the Grantor and a predecessor in title of Grantee, said predecessor in title of Grantee laid, constructed, operated, and maintained a sanitary sewer line across the Grantor's property, and the Grantor is willing to grant to the Grantee a perpetual easement to operate, maintain and repair said sanitary sewer line subject to the terms and conditions hereinafter set forth;

Now, Therefore, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby gives and grants unto the Grantee a perpetual easement to operate, maintain and repair a sanitary sewer line across the Grantor's property upon the following terms and conditions:

1. The easement hereby granted shall, subject to the right of relocation hereinafter provided, be upon that part of Grantor's property described as follows:

Land in the City of Waukegan, County of Lake, and State of Illinois, described as a strip of land lying at the Northwest corner of Section 22, Township 45 North, Range 12 East of the Third principal Meridian 7.0 feet on each side of the following described line: Commencing at a point on the North property line of Outboard, Marine & Manufacturing Company, which line is also the South property line of General Motors Corporation, 653 feet East of the Northwest property corner of the Outboard, Marine & Manufacturing Company, which corner is also the Southwest corner of General Motors

Corporation property; thence Southerly a distance of 361.7 feet more or less, to a point lying at the South line of Outboard, Marine & Manufacturing Company property line a distance of 856.7 feet East of the Southwest property corner of Outboard, Marine & Manufacturing Company.

2. The sewer line shall be maintained at a minimum depth of four (4) feet below the present surface of the ground.

3. Grantee, its successors and assigns covenant to maintain the sewer line in good condition, and shall, upon obtaining in each case the prior written consent of Grantor, its successors or assigns, have access to the sewer line for the purpose of inspection, repair and maintenance thereof. Grantee shall indemnify and hold harmless Grantor, its successors and assigns against liability of any kind arising out of the operation, maintenance and repair of said sewer line.

4. The Grantor reserves and shall have the right at any time or from time to time to change the location of the sewer line to any other location on Grantor's property, but in such event the location of the sewer line shall be so changed at the expense of the Grantor and such relocated sewer line shall continue to begin and end at the hereinabove designated points in the north line and south line of Grantor's property. Upon any such relocation the easement hereby granted as to the old location shall cease and shall be deemed to have been released, and the easement shall thereafter be deemed to exist only in respect of such relocated sewer line. The relocated easement shall be fourteen (14) feet in width, and shall extend seven (7) feet on each side of the center line as so relocated.

5. The easement herein granted shall be appurtenant to Grantee's property hereinabove described, and all of the

provisions herein contained shall bind and inure to the benefit of the successors and assigns of the parties hereto.

6. Grantor now maintains in Pershing Drive, a public street of the City of Waukegan, immediately south of Grantor's property, a pressure sewer line connecting with the interceptor sewer line of the North Shore Sanitary District. Grantor hereby grants to Grantee, its successors and assigns, the right, to discharge its sewage into said pressure sewer line, but the right granted in this paragraph shall continue only so long as: (a) Grantor is permitted to maintain said sewer line by the City of Waukegan, (b) Grantor maintains said sewer line for its own use, (c) Grantee's sewage does not overload the available capacity of said sewer line remaining after the discharge of all sewage from Grantor's property and the Municipal Water Works of the City of Waukegan, and (d) Grantee's use of said sewer line does not impair, injure or endanger said sewer line or Grantor's use thereof.

In Witness Whereof, said Outboard, Marine & Manufacturing Company, has caused this indenture to be executed in its name and on its behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and said General Motors Corporation has caused this indenture to be executed in its name and on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, all on the day and year first above written.

OUTBOARD, MARINE & MANUFACTURING COMPANY

By _____ President

ATTEST:

_____ Secretary

GENERAL MOTORS CORPORATION

By _____ Vice President

ATTEST:

_____ Assistant Secretary

FORM APPROVED HENRY M. HAGAN GENERAL COUNSEL

STATE OF ILLINOIS }
COUNTY OF LAKE } SS:

I, Beulah M. Stewart, a notary public in and for the said County in the State aforesaid, do hereby certify that Ralph Evinrude and H. M. Fisher personally known to me to be the same persons whose names are, respectively, as President and Secretary of Outboard, Marine & Manufacturing Company, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this 10th day of November, 1948.

Beulah M. Stewart
Notary Public

My commission expires Sept 4, 1952

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS:

I, Benjamin H. DeClaire, a notary public in and for the said County in the State aforesaid, do hereby certify that W. F. Armstrong and J. C. Davidson personally known to me to be the same persons whose names are, respectively, Vice President and Assistant Secretary of General Motors Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of the said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this 7th day of December, 1948.

Benjamin H. DeClaire

My commission expires June 3, 1950

State of Illinois } ss. No. 660131
Lake County }
Filed for record DEC 17 A. D.
1948 at 2:50 o'clock P. M. and
duly recorded in Book 905
of RECORDS Page 93
Gustaf H. Fruthrick
Recorder

CONFORMED COPY

THIS INDENTURE, made this 17th day of February, A. D. 1953, between GENERAL MOTORS CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 3044 West Grand Boulevard, Detroit 2, Michigan, and duly authorized to do business in the State of Illinois, FIRST PARTY, and THE CITY OF WAUKEGAN, an Illinois municipal corporation, located in the County of Lake, State of Illinois, SECOND PARTY, whose street number and postoffice address is , Waukegan, Illinois,

W I T N E S S E T H:

That the said FIRST PARTY, for and in consideration of the SECOND PARTY constructing and maintaining an adequate road from the South boundary of the land hereinafter described to Clayton Street in Waukegan, Illinois, and in using the land hereinafter described for a municipal bathing beach, and in protecting the same from erosion and storm damage by the waters of Lake Michigan, does by these presents and upon the condition hereinafter set forth CONVEY AND QUIT CLAIM to SECOND PARTY all that certain piece or parcel of land situated and being in the City of Waukegan, County of Lake, State of Illinois, described as:

A Tract of Land in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the 3rd Principal Meridian, described as follows, to wit: Commencing at the Southwest corner of the said Northwest Quarter in Waukegan Township, Lake County, Illinois; Thence Northeasterly, making a Northeast angle of 89 degrees and 29 minutes with the East and West Quarter Line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West Quarter Line of

said Section 22; Thence East with and along the North line of said City Street, parallel to the East and West Center Line of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along said Northeasterly line of Harbor Street and making a Northeasterly angle of 75 degrees 12 minutes and 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel to and 181.47 feet from, measured at right angles, the said Center Line of Section 22, 373.61 feet to a point; Thence Northeasterly, making a Northeasterly angle of 60 degrees 01 minute and 15 seconds with the last described course extended East, 417.44 feet to a point; Thence East, parallel to and 543.06 feet from, measured at right angles, the said Center Line of Section 22 and making a Southeasterly angle of 119 degrees 58 minutes and 45 seconds with the last described course, 1389.49 feet to the place of beginning, being a point on the shore line of Lake Michigan and the Southeasterly corner of the tract about to be described; Thence Northerly along the said shore line and making a Northwesterly angle of 88 degrees and 55 minutes with the last described course, 179.16 feet to a point (this course hereafter referred to as the first course); Thence Northeasterly along the said shore line and making a Northeasterly angle of 4 degrees 59 minutes and 15 seconds with the first course extended Northerly, 675.5 feet to a point (this course hereafter referred to as the second course); Thence continuing Northeasterly along the said shore line and making a Northeasterly angle of 4 degrees 52 minutes and 45 seconds with the second course extended Northeasterly, 573.67 feet to a point in a line drawn parallel to the East and West center line of Section 22 aforesaid and 1963.06 feet North thereof, measured at right angles thereto (the last course hereafter being referred to as the third course); Thence West along a line parallel to the said East and West Center Line of Section 22 and making a Southwesterly angle of 81 degrees and 13 minutes with the third course, 91.06 feet to a point 90 feet Westerly (measured at right angles) from the third course (the last course hereafter referred to as the fourth course and last described point is the Northwest corner of the tract herein described); Thence Southwesterly, parallel to the third course and 90 feet Westerly therefrom, measured at right angles, 563.59 feet to a point (this course referred to as the fifth

course); Thence Southwesterly, parallel to and 90 feet Westerly from the second course, measured at right angles, 683.25 feet to a point; Thence Southerly along a line parallel to and 90 feet Westerly from, measured at right angles, the first course, 181.38 feet more or less to a point in a line drawn parallel to the East and West Center Line of Section 22 aforesaid and 543.06 feet North therefrom, measured at right angles thereto, said point being 90 feet Westerly of the first course measured at right angles thereto; Thence East, parallel to the said East and West Center Line of Section 22, 90.02 feet to the place of beginning.

ALSO A TRIANGULAR SHAPED TRACT OF LAND DESCRIBED AS: Commencing at the Northwest corner of the above described tract and running West, along the Westerly extension of the fourth course, 80 feet; Thence Southeasterly, to a point in the fifth course, 80 feet Southwesterly from the Northwest corner of the above described tract; Thence Northeasterly, 80 feet to the place of beginning.

SUBJECT TO: (1) Rights of The Elgin, Joliet & Eastern Railway Company, an Illinois corporation, as reserved in the Warranty Deed from said Railroad to William A. Baehr dated March 14, 1927 and recorded March 16, 1927 as Document 295717 in Book 262 Deeds, page 610, and the right of said Railroad to lay down, maintain and operate Railroad tracks and switch tracks on land 25 feet in width running substantially parallel to the shore line of Lake Michigan as it would exist at the time of such laying down and with the Westerly line of a strip 125 feet West of the shore line of said Lake; (2) The right to maintain the existing switch tracks crossing the triangular parcel of land herein described; (3) The perpetual Easement in a strip of land 10 feet wide granted by Waukegan Coke Corporation to North Shore Gas Company by instrument dated June 28, 1947 and recorded July 14, 1947 as Document 621388; (4) Rights of the Public, if any, in the existing 18 foot Highway (known as Pershing Road) crossing the Westerly side of premises described in a Northerly and a Southerly direction.

EXCEPTING AND RESERVING, HOWEVER, FROM THE FIRST ABOVE DESCRIBED TRACT, AN EASEMENT FOR A NOW EXISTING DRAIN LINE LYING 12 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING

AT THE SOUTHEAST CORNER OF THE SAID TRACT AND RUNNING THENCE NORTHERLY ALONG THE FIRST COURSE, 179.16 FEET; THENCE NORTHEASTERLY, ALONG THE SECOND COURSE TO A POINT THEREON, 171.44 FEET TO THE PLACE OF BEGINNING; THENCE NORTHWESTERLY, ALONG A LINE MAKING A NORTHWESTERLY ANGLE OF 83 DEGREES AND 53 MINUTES WITH THE SECOND COURSE, 90.51 FEET TO THE WESTERLY LINE OF THE ABOVE DESCRIBED TRACT. ALSO RESERVING AN EASEMENT LYING 12 FEET ON EACH SIDE OF THE EASTERLY EXTENSION OF THE LAST DESCRIBED LINE TO THE WATER'S EDGE OF LAKE MICHIGAN. INCLUDED IN SAID EASEMENT RESERVATIONS IS THE RIGHT TO GO UPON THE LAND WITHIN THE EASEMENTS DEFINED AND THE LAND ADJOINING THE SAME FOR A REASONABLE DISTANCE FOR THE PURPOSE OF INSPECTING, REPAIRING AND REPLACING SAID DRAIN LINE,

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining,

TO HAVE AND TO HOLD the said premises unto the SECOND PARTY, its successors and assigns, FOREVER,

PROVIDED ALWAYS, that this Deed is given and accepted upon the express condition that SECOND PARTY shall within two (2) years from date hereof improve that part of the land herein conveyed and located and lying East of Pershing Road for use as a municipal bathing beach, and if not so improved within two (2) years from date hereof, or if the bathing beach is established and later discontinued for a continuous three (3) year period, then all the land herein conveyed with all improvements thereon shall in such event or events at once revert to FIRST PARTY, its successors and assigns, and it shall be lawful for FIRST PARTY, its successors and assigns, to enter into and upon the land herein conveyed with appurtenances and to hold and enjoy the same as if these presents had never been made and executed.

SECOND PARTY covenants and agrees:

(1) To construct and maintain an adequate public roadway from the South to the North boundary of the land herein conveyed and to construct and maintain a public roadway from the North line of the land herein conveyed to Clayton Street, Waukegan, Illinois.

(2) To protect the land herein conveyed from erosion and storm damage by the waters of Lake Michigan.

IN WITNESS WHEREOF, FIRST PARTY has caused this instrument to be executed by its duly authorized officers and sealed with its corporate seal the day and year first above written.

Signed, Sealed and Delivered
In Presence of:

LORETTA A. McDERMOTT
Loretta A. McDermott

LAWRENCE E. DONOHUE
Lawrence E. Donohue

GENERAL MOTORS CORPORATION

BY T. H. KEATING
T. H. Keating
Vice President

ATTEST W. M. COLLINS
W. M. Collins
Assistant Secretary

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.

On this 17th day of February, A. D. 1953, before me appeared T. H. Keating and W. M. Collins to me personally known, who, being by me severally and duly sworn, did say that they are respectively a Vice President and an Assistant

Secretary of GENERAL MOTORS CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said T. H. Keating and W. M. Collins acknowledged the said instrument to be the free act and deed of said GENERAL MOTORS CORPORATION.

WILLIAM B. ROBINSON
William B. Robinson
Notary Public, Wayne County, Michigan

My Commission Expires: Sept. 14, 1954

Nov. 19, 1970

1481496

327182

THIS INDENTURE, made this 1st day of September, A.D. 1970, between GENERAL MOTORS CORPORATION, a Corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and OUTBOARD MARINE CORPORATION, a Delaware Corporation, of the City of Waukegan, in the County of Lake and State of Illinois, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of EIGHTY-ONE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS ($81,363.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said Corporation has, and by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, and to its successors and assigns, FOREVER, all the following described lot, piece or parcel of land situate in the County of Lake and State of Illinois, known and described as follows, to wit:

A tract of land in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, described as follows, to wit:

Commencing at the Southwest corner of said Northwest Quarter in Waukegan Township, Lake County, Illinois; Thence Northeasterly, making a Northeast angle of 89 degrees 29 minutes with the East and West Quarter line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West Quarter line

Mail to: Outboard Marine Corp.
100 Pershing Road
Waukegan, Illinois 60085

CHICAGO TITLE & TRUST CO.

Waukegan, Illinois 60085

of said Section 22; Thence East with and along the North line of said City Street, parallel to the East and West Center line of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along said Northwesterly line of Harbor Street and making a Northeasterly angle of 75 degrees 12 minutes 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle of 60 degrees 01 minute 15 seconds with the last described course extended East, 417.44 feet to a point; Thence East, parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a Southeasterly angle of 119 degrees 58 minutes 45 seconds with the last described course 113.87 feet, more or less, to the Westerly face of a steel seawall, said point being the place of beginning; Thence continuing East, parallel with and 543.06 feet from, measured at right angles, the said center line of Section 22, 1044.54 feet; Thence North, at right angles to the last described course, 100.0 feet; Thence West, at right angles to the last described course, 643.06 feet North of and parallel to the said center line of Section 22, 586.87 feet; Thence North, at right angles to the last described course, 50.0 feet; Thence West, at right angles to the last described course, 693.06 feet North of, measured at right angles, and parallel with the center line of Section 22, a distance of 428.81 feet, more or less, to the Westerly face of a steel seawall; Thence Southwesterly, along the Westerly face of the said steel seawall, 152.75 feet, more or less, to the place of beginning, containing 2.874 acres, more or less, all in the City of Waukegan Lake County, Illinois.

SUBJECT TO:

1. Rights of the United States of America, State of Illinois and City of Waukegan, the public and adjoining owners of land described above to have maintained in

its present location the harbor and any piers contiguous thereto.

2. Rights of the Elgin, Joliet and Eastern Railway Company, a Corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said railroad company, as reserved in the Warranty Deed from said Railroad Company, to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927, in Book 262 of Deeds, Page 610, as Document 295717.

3. Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a Corporation of Illinois, to William Baehr dated March 14, 1927 and recorded March 16, 1927 as Document 295717, Lake County Records. This Agreement sets forth obligations to maintain part of the channel lying within or adjoining the land described herein and that further upon demand of the Elgin, Joliet and Eastern Railway Company, the channel will be extended Northerly upon the Westerly side of the premises described herein, the same width as the present channel upon the Southerly portion of premises described, provided that the owner of land lying to the West shall extend his portion of the channel and keep and maintain said channels at a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points.

4. Rights of North Shore Gas Company, a Corporation of Illinois, for purposes of maintaining existing gas transmission lines in, over and along a strip of land 10 feet in width lying 5 feet each side of the following described line; Commencing at point which is 2282.75 feet East of and 543.06 feet North of the South West corner of the North West Quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, and running North 18.4 feet to a point; Thence North Easterly 221 feet to a point 135.45 feet East and 192.9 feet

North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.0 feet North of the place of beginning; Thence North Easterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence North Easterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on plan attached to Contract as granted by Instrument dated June 28, 1947 and recorded June 9, 1948, as Document 645043, from Waukegan Coke Corporation, a Delaware Corporation.

5. Easement to lay, construct, operate, maintain and repair a sanitary sewer connecting with the sewerage system of the North Shore Sanitary District, in, over and along a strip of land 14 feet in width, being 7 feet on each side of the following described center line; Beginning at a point in the North property line of property owned by Waukegan Coke Corporation in the North West Quarter of Section 22, Township 45 North, Range 12, East of the Third Principal Meridian, 166.6 feet East of the North West corner of said property; Thence South 1 degree and 4 minutes East 446 feet; Thence South 10 degrees and 47 minutes West 445 feet; Thence South 15 degrees and 18 minutes West 531 feet; Thence South 36 degrees and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the South West corner thereof, in favor of Outboard Marine and Manufacturing Company, a Corporation of Delaware, as granted by Instrument dated November 7, 1947 and recorded November 26, 1947, as Document 631830 and a supplemental indenture dated May 14, 1948 and recorded May 21, 1948, as Document 643457.

6. Rights of the public and adjoining owners to the land described herein to the use of slips and waterways adjoining and within the premises described herein.

7. Perpetual easement to maintain and use a roadway on and along the Westerly 50

feet of the Easterly 100 feet of land described herein, subject to the right of Grantor to change the location of the road on conditions as set forth in Grant of Easement made by North Shore Coke and Chemical Company, a Corporation of Delaware, to the City of Waukegan, a Municipal Corporation, by Instrument dated July 31, 1935 and recorded August 2, 1935 as Document 415383.

8. The rights of Grantor and the City of Waukegan in and to a sanitary sewer line as more particularly set forth by Easement dated November 10, 1948, as recorded in Lake County Records in Book 905, Page 92.

9. 1969 Real Estate taxes and subsequent years.

Grantor hereby reserves unto and for itself and for the benefit of itself and its successors and assigns, the following perpetual easements which shall run with the land, together with full rights of ingress and egress over the land adjoining the following described lands so that Grantor shall have full and unrestricted enjoyment of said easements:

EASEMENT FOR UNRESTRICTED USE, OPERATION AND MAINTENANCE, AND CONSTRUCTION OF DOCK FACILITIES SO THAT ASSISTANCE MAY BE PROVIDED TO LAKE VESSELS DURING DOCKING MANEUVERS:

An unrestricted easement over the following described tract in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the 3rd P.M. in Lake County, Illinois providing for the use of dock facilities by General Motors:

Commencing at a point on the Westerly face of an existing seawall which is 543.06 feet North and 1312.54 feet East of the Southwest corner of the Northwest Quarter of

Section 22, aforesaid, said point being the Southwest corner of a tract of land being conveyed by General Motors Corporation to Johnson Motors; Thence East, parallel with and 543.06 feet North of (measured at right angles) the center line of said Section 22, to a point which is 10.0 feet Southeasterly from the West face of said seawall (measured at right angles thereto); Thence Northeasterly, parallel with and 10.0 feet Southeasterly from the face of said seawall (measured at right angles thereto), to a point in a line drawn parallel with the center line of said Section 22 and 693.06 feet North therefrom (measured at right angles thereto); Thence West, along the last described line to the Westerly face of said seawall; Thence Southwesterly, 152.75 feet, more or less, along the Westerly face of said seawall to the place of beginning.

EASEMENT FOR RAILROAD SWITCHING RIGHTS OVER, ON AND ACROSS A PART OF GRANTEE'S LEAD RAILROAD TRACK:

An easement for switch track purposes over a strip of land 20 feet in width in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the 3rd P. M. in Lake County, Illinois, lying 10.0 feet on each side of the following described center line:

Commencing at a point 543.06 feet North and 2357.08 feet East of the Southwest Corner of the Northwest Quarter of Section 22, aforesaid; Thence West, parallel with the center line of said Section 22, a distance of 81.0 feet to the place of beginning; Thence Northeasterly, along a curved line, convex Southeasterly and having a radius of 396.0 feet, a long chord distance of 113.15 feet, more or less, to a point on a line erected perpendicular to the center line of said Section 22 at a point 2357.08 feet East of the Southwest Corner of the Northwest Quarter, said point being 622.06 feet North of said center line.

EASEMENT FOR CONSTRUCTION, OPERATION, REPAIR AND MAINTENANCE OF SANITARY SEWER:

An easement for sanitary sewer purposes over a strip of land 20 feet in width in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the 3rd P.M. in Lake County, Illinois, lying 10.0 feet on each side of the following described center line:

Commencing at a point which is 543.06 feet North and 1860.08 feet East of the Southwest corner of the Northwest Quarter of said Section 22; Thence North 12.0 feet; Thence Northeasterly 310.0 feet to a point which is 603.06 feet North of the center line of said Section 22 (measured at right angles thereto); Thence Northeasterly 114.92 feet, more or less, to a point 643.06 feet North and 2274.08 feet East of the Southwest corner of the Northwest Quarter of Section 22, aforesaid.

EASEMENT FOR CONSTRUCTION, OPERATION, REPAIR AND MAINTENANCE OF WATER INTAKE LINE:

An easement for water main purposes over a strip of land 20 feet in width in the Northwest Quarter of Section 22, Township 45 North, Range 12 East of the 3rd P.M. in Lake County, Illinois, lying 10.0 feet on each side of the following described center line:

Commencing at a point which is 643.06 feet North and 2240.08 feet East of the Southwest corner of the Northwest Quarter of Section 22, aforesaid; Thence Southwesterly, along a line making an angle of 45 degrees measured from West to Southwest, with a line drawn through the place of beginning

parallel with the center line of Section 22, aforesaid, a distance of 82.01 feet to a point 585.06 feet North of (measured at right angles) the center line of Section 22; Thence West, parallel with and 585.06 feet North from (measured at right angles) the said center line of Section 22, a distance of 112.0 feet to a point; Thence Southwesterly 60.0 feet to a point 558.06 feet north of the center line of said Section 22 (measured at right angles thereto); Thence West, parallel with and 558.06 feet North of (measured at right angles) the center line of Section 22, a distance of 699.0 feet, more or less, to the Westerly face of an existing seawall.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said GENERAL MOTORS CORPORATION, party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the said party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL

WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this 1st day of September, A.D. 1970.

In the Presence of:

NANCY R. MEITZ

WILLIAM A. HAYES

GENERAL MOTORS CORPORATION

By R. W. DECKER
Vice President

ATTEST W. M. COLLINS
Assistant Secretary

EXECUTION RECOMMENDED
ARGONAUT REALTY DIVISION
BY

FORM APPROVED
(ROSS L. MALONE)
GENERAL COUNSEL

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, NANCY R. MEITZ, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. W. DECKER personally known to me to be a Vice President of the GENERAL MOTORS CORPORATION, a Delaware Corporation, and W. M. COLLINS personally known to me to be an Assistant Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument

as Vice President and Assistant Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of September A.D. 1970.

NANCY R. MEITZ
Notary Public, Wayne County, Michiga

My Commission Expires: 11-7-71

THIS INSTRUMENT PREPARED BY:
William A. Hayes
3044 West Grand Boulevard
Detroit, Michigan 48202

September 1 1971
328591
Document #1521338

THIS INDENTURE, made this 18th day of June, A. D. 1971, between GENERAL MOTORS CORPORATION, a Corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and LARSEN MARINE SERVICE, INC., a Delaware Corporation, with its principal office at 625 Pershing Road, Waukegan, Illinois, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of TWENTY-ONE THOUSAND ONE HUNDRED NINE DOLLARS ($21,109.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said Corporation has, and by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, and to its successors and assigns, FOREVER, all the following described lot, piece or parcel of land situate in the County of Lake and State of Illinois, known and described as follows, to wit:

> That part of the Northwest quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, described as follows, to wit: Commencing at the Northwest corner of the tract of land conveyed by Wm. H. Baehr on March 14, 1927, as Document 295716, said tract of land now owned by General Motors Corporation; Thence Southwesterly along the Westerly line of said tract 330.51 feet; Thence East parallel to the North line of said tract, 110.10 feet; Thence Northeasterly parallel to the Westerly line of said Baehr Tract 330.51 feet to the North line of said tract; and Thence West along the North line of said tract to the place

21.50

of beginning, in Lake County, Illinois, EXCEPTING THEREFROM the North 30 feet, measured at right angles to the North line thereof.

SUBJECT TO:

(1) License Agreement between General Motors Corporation, as Licensor, and Outboard Marine Corporation, as Licensee, dated September 27, 1967, which License grants to Licensee the right to construct, operate and maintain a storm sewer on and across the land described herein;

(2) The right of free access by Grantor to Grantor's dock facilities and to the entire boat channel abutting the land described herein;

(3) Right of Grantor to the complete access and use of navigable boat channel and the right to moor and anchor boats in the channel;

(4) No access to the land described herein is available from any public street or road or highway;

(5) Slips and waterways;

(6) Rights of the public, the State of Illinois and the United States Government in and to so much of the premises described herein as are covered by the waters of the navigable boat channel;

(7) Rights of the public and of the State of Illinois in and to so much of the described premises as may have been formed by other than natural accretions;

(8) Rights of the United States Government, State of Illinois, City of Waukegan, the public and of the adjoining owners to have maintained in its present location the harbor and piers contiguous to the land described herein;

(9) Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a corporation of Illinois, to William Baehr, dated March 14, 1927, and recorded March 16, 1927, as Document 295717, to maintain that part of the channel lying within premises described herein as it now exists and that he will on demand of the Elgin, Joliet and Eastern Railway Company extend said channel Northerly upon the Westerly side of premises described herein, the same width as the present channel upon the Southerly portion of premises described herein, providing that the owner of the land lying West thereof shall extend his portion of said channel and to keep and maintain said channels of a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points.

(10) Rights of parties owning premises South and adjoining land described herein and North of the Waukegan Harbor to establish a roadway 50 feet wide across land described herein parallel to the shores of Lake Michigan as it would then exist with the Westerly line thereof, 100 feet from such shore line, with the right of changes and relocation to connect with the roadway across the property lying North and South of the land described herein for the passage of persons, automobiles and trucks;

(11) Encroachments of chain link fence along Westerly property line, encroachment of seawall at Southwesterly corner of land described herein, and encroachment of boat dock onto Southerly part of land described herein, all as disclosed by survey of Thacker Engineering Office dated July 10, 1970;

(12) Real property taxes for years 1970 and 1971;

(13) Zoning ordinance of the City of Waukegan and applicable building and use codes and ordinances.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said GENERAL MOTORS CORPORATION, party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the said party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President,

and attested by its Assistant Secretary, this 25th day of June, A. D. 1971.

EXECUTION RECOMMENDED
ARGUMENT REALTY DIVISION
BY

In the presence of:

PATRICIA M. CHASTNEY

GRACE I. SPILLER

GENERAL MOTORS CORPORATION

BY R. W. DECKER
Vice President

ATTEST W. M. COLLINS
Assistant Secretary

FORM APPROVED
(ROSS L. MALONE)
GENERAL COUNSEL

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, GRACE I. SPILLER, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. W. DECKER, personally known to me to be a Vice President of the GENERAL MOTORS CORPORATION, a Delaware Corporation, and W. M. COLLINS, personally known to me to be an Assistant Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the

free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 25th day of June, A. D. 1971.

GRACE I. SPILLER
Notary Public, Wayne County, Michigan
My Commission Expires: August 16, 1974

THIS INSTRUMENT PREPARED BY:
William A. Hayes
3044 West Grand Boulevard
Detroit, Michigan 48202

ARGONAUT
DIVISION OF GENERAL MOTORS

INTER-ORGANIZATION

GENERAL COUNSEL
OCT 4 '71
GRIDENSTINE P MURPHY
BENJAMIN NITSCHKE
BARNES OLDANI
BUCK ROSIELLO
CROWLEY SCHUESLER
HILDER SMITH
McCALLUM THOMAS
McGRATTY LIBRARY
FURTHER ATTENTION OF

DOCUMENT SHIPPER

TO Mr. Ross L. Malone
Attn: Mr. J. A. Hayes
GM Legal Staff

ADDRESS Detroit

SUBJECT RE No. Sale of Property
Project No. 10301

DATE October 4, 1971

Parties: (Lessor, etc.) CHEVROLET MOTOR DIVISION

(Lessee, etc.) LARSEN MARINE SERVICE, INC.

Location: Sale of approximately 32,475 square feet of land to Larsen Marine Service, Inc., Part of Waukegan Chevrolet Coke Plant Property, Waukegan, Illinois

Forwarded Herewith:

1. Deed, dated 6-18-71, from General Motors Corporation to Larsen Marine Service, Inc.
2. Thacker Engineering Office Plat of Survey, dated 7-10-70.

For your approval and final filing with the Corporation Secretary. Kindly acknowledge receipt of the enclosed by signing and returning the attached copy of this letter.

Argonaut Realty Division
Real Estate Department

cc: Argo. Acctg.

By:

M. A. Finazzo

M. A. Finazzo

FOR GM LEGAL STAFF USE:

Recording Data
Document (Identify by name) on _____
Date

(Liber & Page, County & State of Recording)

(Other pertinent data)

ACKNOWLEDGED RECEIPT

Received _____

Date _____

THIS INDENTURE, made this 18th day of June, A. D. 1971, between GENERAL MOTORS CORPORATION, a Corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and LARSEN MARINE SERVICE, INC., a Delaware Corporation, with its principal office at 625 Pershing Road, Waukegan, Illinois, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of TWENTY-ONE THOUSAND ONE HUNDRED NINE DOLLARS ($21,109.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said Corporation has, and by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, and to its successors and assigns, FOREVER, all the following described lot, piece or parcel of land situate in the County of Lake and State of Illinois, known and described as follows, to wit:

> That part of the Northwest quarter of Section 22, Township 45 North, Range 12 East of the Third Principal Meridian, described as follows, to wit: Commencing at the Northwest corner of the tract of land conveyed by Wm. H. Baehr on March 14, 1927, as Document 295716, said tract of land now owned by General Motors Corporation; Thence Southwesterly along the Westerly line of said tract 330.51 feet; Thence East parallel to the North line of said tract, 110.10 feet; Thence Northeasterly parallel to the Westerly line of said Baehr Tract 330.51 feet to the North line of said tract; and Thence West along the North line of said tract to the place

of beginning, in Lake County, Illinois, EXCEPTING THEREFROM the North 30 feet, measured at right angles to the North line thereof.

SUBJECT TO:

(1) License Agreement between General Motors Corporation, as Licensor, and Outboard Marine Corporation, as Licensee, dated September 27, 1967, which License grants to Licensee the right to construct, operate and maintain a storm sewer on and across the land described herein;

(2) The right of free access by Grantor to Grantor's dock facilities and to the entire boat channel abutting the land described herein;

(3) Right of Grantor to the complete access and use of navigable boat channel and the right to moor and anchor boats in the channel;

(4) No access to the land described herein is available from any public street or road or highway;

(5) Slips and waterways;

(6) Rights of the public, the State of Illinois and the United States Government in and to so much of the premises described herein as are covered by the waters of the navigable boat channel;

(7) Rights of the public and of the State of Illinois in and to so much of the described premises as may have been formed by other than natural accretions;

(8) Rights of the United States Government, State of Illinois, City of Waukegan, the public and of the adjoining owners to have maintained in its present location the harbor and piers contiguous to the land described herein;

(9) Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a corporation of Illinois, to William Baehr, dated March 14, 1927, and recorded March 16, 1927, as Document 295717, to maintain that part of the channel lying within premises described herein as it now exists and that he will on demand of the Elgin, Joliet and Eastern Railway Company extend said channel Northerly upon the Westerly side of premises described herein, the same width as the present channel upon the Southerly portion of premises described herein, providing that the owner of the land lying West thereof shall extend his portion of said channel and to keep and maintain said channels of a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points.

(10) Rights of parties owning premises South and adjoining land described herein and North of the Waukegan Harbor to establish a roadway 50 feet wide across land described herein parallel to the shores of Lake Michigan as it would then exist with the Westerly line thereof, 100 feet from such shore line, with the right of changes and relocation to connect with the roadway across the property lying North and South of the land described herein for the passage of persons, automobiles and trucks;

(11) Encroachments of chain link fence along Westerly property line, encroachment of seawall at Southwesterly corner of land described herein, and encroachment of boat dock onto Southerly part of land described herein, all as disclosed by survey of Thacker Engineering Office dated July 10, 1970;

(12) Real property taxes for years 1970 and 1971;

(13) Zoning ordinance of the City of Waukegan and applicable building and use codes and ordinances.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said GENERAL MOTORS CORPORATION, party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the said party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President,

and attested by its Assistant Secretary, this 25th day of June, A. D. 1971.

In the presence of:

PATRICIA M. CHASTNEY

GRACE I. SPILLER

GENERAL MOTORS CORPORATION

BY R. W. DECKER
Vice President

ATTEST W. M. COLLINS
Assistant Secretary

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

I, GRACE I. SPILLER, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. W. DECKER, personally known to me to be a Vice President of the GENERAL MOTORS CORPORATION, a Delaware Corporation, and W. M. COLLINS, personally known to me to be an Assistant Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the

free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 25th day of June, A. D. 1971.

Grace I. Spiller

GRACE I. SPILLER
Notary Public, Wayne County, Michigan

My Commission Expires: August 16, 1974

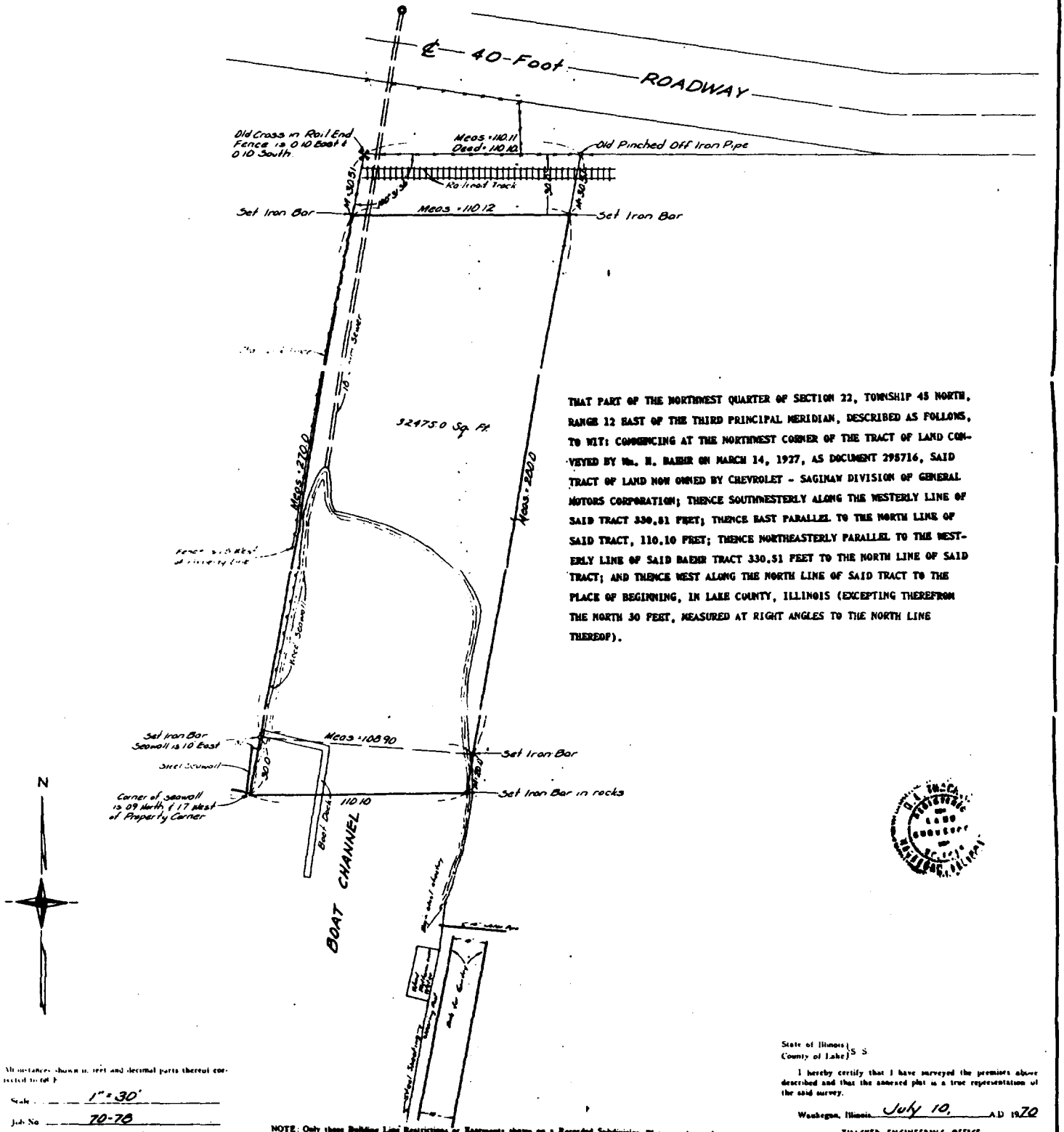
THIS INSTRUMENT PREPARED BY:
William A. Hayes
3044 West Grand Boulevard
Detroit, Michigan 48202

226 Washington Street,
Waukegan, Illinois

THACKER ENGINEERING OFFICE

PLAT OF SURVEY

Telephone:
DElta 6-2473



THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED BY Wm. H. BAEHR ON MARCH 14, 1927, AS DOCUMENT 295716, SAID TRACT OF LAND NOW OWNED BY CHEVROLET - SAGINAW DIVISION OF GENERAL MOTORS CORPORATION; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID TRACT 330.51 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID TRACT, 110.10 FEET; THENCE NORTHEASTERLY PARALLEL TO THE WESTERLY LINE OF SAID BAEHR TRACT 330.51 FEET TO THE NORTH LINE OF SAID TRACT; AND THENCE WEST ALONG THE NORTH LINE OF SAID TRACT TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS (EXCEPTING THEREFROM THE NORTH 30 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF).

All distances shown in feet and decimal parts thereof corrected to 60°F.

Scale 1" = 30'

Job No. 70-78

Ordered by W.J. Dildine

Owner Argonaut Realty Division
General Motors Corp.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.

☞ Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

State of Illinois }
County of Lake } S. S.

I hereby certify that I have surveyed the premises above described and that the annexed plat is a true representation of the said survey.

Waukegan, Illinois July 10, A.D. 1970

THACKER ENGINEERING OFFICE

By Richard L. Thacker
Registered Illinois Land Surveyor

THIS INDENTURE, made this 8th day of November, A.D. 1971, between GENERAL MOTORS CORPORATION, a Corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, party of the first part, and OUTBOARD MARINE CORPORATION, a Delaware Corporation, of the City of Waukegan, in the County of Lake and State of Illinois, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($1,100,000.00) in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said Corporation has, and by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said party of the second part, and to its successors and assigns, FOREVER, all the following described lot, piece or parcel of land situate in the County of Lake and State of Illinois, known and described as follows, to wit:

A tract of land in the Northwest 1/4 of Section 22, Township 45, Range 12, described as follows, to wit:

Commencing at the Southwest corner of said Northwest 1/4 in Waukegan Township, Lake County, Illinois; Thence Northeasterly,

making a Northeast angle of 89 degrees 29 minutes with the East and West 1/4 line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West 1/4 of said Section 22; Thence East with and along the North line of said City Street, parallel with the East and West center line of said Section 22, 585.37 feet to a point on the Northwesterly line of Harbor Street; Thence Northeasterly, with and along the Northwesterly line of Harbor Street, and making a Northeasterly angle of 75 degrees 12 minutes 10 seconds with the last described course extended East, 119.43 feet to a point; Thence East, parallel with and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; Thence Northeasterly making a Northeasterly angle at 60 degrees 01 minute 15 seconds with last described course extended East 417.44 feet to the point of beginning which is 543.06 feet North (measured at right angles) of the East and West center line of Section 22, aforesaid, which, for the purpose of reference in this description is hereinafter referred to as an East and West line having a bearing of North 90 degrees East or North 90 degrees West; Continuing thence North 29 degrees 58 minutes 45 seconds East along the last described line extended Northeasterly, a distance of 16.03 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East a distance of 1099.69 feet, more or less, to a point which is 330.51 feet South 10 degrees 31 minutes 36 seconds West from the Northwest corner of a tract of land conveyed by William H. Baehr on March 14, 1927, as Document 295716; Thence North 90 degrees East, 110.10 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East, a distance of 300.0 feet to point; Thence North 90 degrees West, a distance of 110.10 feet to a point; Thence North 10 degrees 31 minutes 36 seconds East, a distance of 30.51 feet to the Northwest corner of the tract described in Document 295716, being a point

on a line drawn parallel with the East and West center line of Section 22 and 1420.0 feet North of the place of beginning (measured along a line drawn at right angles to the East and West center line through said place of beginning); Thence North 90 degrees East, along the last described line hereinafter referred to as Course "A", a distance of 1159.36 feet to a point hereinafter referred to as "Point A"; Thence South 08 degrees 47 minutes West along a course hereinafter referred to as Course "B", a distance of 563.59 feet to a point; Thence South 03 degrees 54 minutes 15 seconds West, a distance of 683.25 feet to a point; Thence South 01 degree 05 minutes East, a distance of 181.52 feet, more or less, to a point on a line drawn parallel with the East and West center line of Section 22 and 543.06 feet North therefrom measured at right angles thereto; Thence North 90 degrees West, along the last described line, a distance of 141.16 feet, more or less to a point described as 543.06 feet North and 2357.08 feet East of the Southwest corner of the Northwest Quarter of Section 22, aforesaid; Thence North 0 degrees 00 minutes East, 100.0 feet to a point; Thence North 90 degrees 00 minutes West, 586.87 feet to a point; Thence North 0 degrees 00 minutes East, 50.0 feet to a point; Thence North 90 degrees 00 minutes West, a distance of 428.81 feet, more or less, to the West face of the existing steel sea wall; Thence Southwesterly, along the said West face of the existing steel sea wall, a distance of 152.75 feet, more or less, to a point described as 543.06 feet North and 1312.54 feet East of the Southwest corner of Northwest Quarter of Section 22, aforesaid; Thence North 90 degrees 00 minutes West, 113.87 feet, more or less to the place of beginning. Excepting from the above described tract, a triangular shaped tract described as commencing at the Northeast corner of said tract at "Point A"; Thence South 08 degrees 47 minutes West, along "Course B", 80.0 feet to a point; Thence Northwesterly, a distance of 104.14

feet to a point on "Course A" which 80.0 feet North 90 degrees West from "Point A"; Thence North 90 degrees East, along "Course A", a distance of 80.0 feet to the place of beginning. All situated in the City of Waukegan, Lake County, Illinois and containing 35.601 acres.

TOGETHER WITH any and all rights obtained by Grantor by virtue of the following documents:

1. Assignment dated May 28, 1948 and recorded June 3, 1948 as Document 644438, made by Waukegan Coke Corporation, a Delaware Corporation, to General Motors Corporation, a Delaware Corporation, of all interest in the Easement recorded as Document 621388 granted for the purpose of maintaining existing gas transmission lines over premises in question.

2. Assignment dated May 28, 1948 and recorded June 3, 1948 as Document 644439, made by Waukegan Coke Corporation, a Delaware Corporation, to General Motors Corporation, a Delaware Corporation, of all interest in the Easement recorded as Document 643457, granted for the purpose of a sanitary sewer line over premises in question.

3. Rights of General Motors Corporation, a Delaware Corporation, its successors and assigns to an Easement for the purpose of maintaining an existing gas transmission line over the following described premises: A strip of land 10 feet in width lying 5 feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North,

Range 12, East of the 3rd P.M., and running North 18.4 feet to a point; Thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence Northeasterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, as disclosed by instrument recorded as Document 645042.

4. Easements for use, operation and construction of dock facilities; railroad switching rights, construction, operation and maintenance of sanitary sewer; construction, operation and maintenance of water intake line, all as reserved by Seller in Deed between Seller and Purchaser dated September 1, 1970, as recorded November 19, 1970, as Document No. 1481496 in the office of the Lake County Register of Deeds.

SUBJECT TO:

1. Zoning ordinance of the City of Waukegan.

2. Perpetual Easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of premises in question (in which 50 feet is contained, the approximately 25 feet on which the "Present" roadway is situated), subject to the right of grantor to change such location on conditions therein set forth as granted by Grant made by North Shore Coke and Chemical Company, a Corporation of Delaware, to The City of Waukegan, a Municipal Corporation, dated July 31, 1935 and recorded August 2, 1935 as Document 415382.

3. Rights of the public, the municipality and adjoining owners in and to that part of premises in question, if any, falling in roads, streets and highways.

4. Switch tracks, switch spurs and railroad rights of way.

5. Slips and waterways.

6. Rights of the public, the State of Illinois and of the United States Government in and to so much of premises in question as are covered by the waters of Lake Michigan.

7. Rights of the public and of the State of Illinois in and to so much of said premises as may have been formed by other than natural accretions.

8. Rights of the United States Government, State of Illinois, City of Waukegan, the Public and of the adjoining owners to have maintained in its present location the harbor and any piers contiguous thereto.

9. Rights of the Elgin, Joliet and Eastern Railway Company, a Corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said Railroad Company, as reserved in the Warranty Deed from said Railroad Company to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927 in Book 262 of Deeds, Page 610, as Document 295717.

10. Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a Corporation of Illinois, to William Baehr, dated March 14, 1927 and recorded March 16, 1927 as Document 295717, to maintain that part of the channel lying within premises in question as it now exists and that he will on demand of the Elgin, Joliet and Eastern Railway Company extend said channel Northerly upon the Westerly side of premises in question, the same width as the present channel upon the Southerly portion of premises in question, providing that the owner of the land lying West thereof shall extend his portion of said channel and to keep and maintain said channels of the depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points.

11. Rights of the persons owning the premises South and adjoining premises in question and North of the Waukegan Harbor to establish a roadway 50 feet wide across premises in question parallel to the shores of Lake Michigan as it would then exist with the Westerly line thereof, 100 feet from such shore line, with the right of changes and relocation to connect with the roadway across the property lying North and South of premises in question for the passage of persons, automobiles, trucks and teams.

12. Easement for the passage of persons, automobiles, trucks and teams over roadway with the said temporary road running from Sand Street, Waukegan.

13. Rights reserved by the Elgin, Joliet and Eastern Railroad Company, a Corporation, to lay down, maintain and operate railroad tracks and switch tracks on land 25 feet in width running substantially parallel to the shore line of Lake Michigan as it would exist at the time of such lying down and with the Westerly line of a strip 125 feet West of the shore line of said Lake.

14. Perpetual Easement over a strip of land 10 feet wide, lying 5 feet on each side of following described center line: Commencing at a point which is 2485 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North, Range 12, East of the 3rd P.M.; Running thence Northeasterly to a point 21.4 feet East and 408.3 feet North of the place of beginning; Thence Northeasterly to a point 59.4 feet East and 891.3 feet North of the place of beginning; Thence Northeasterly to a point 1420 feet North and 137.4 feet East of the place of beginning for the purpose of maintaining gas transmission lines, as granted by Waukegan Coke Corporation, a Delaware Corporation, to North Shore Gas Company, a Corporation of Illinois, by instrument dated June 28, 1947 and recorded July 14, 1947 as Document 621388.

15. Perpetual Easement 14 feet in width lying 7 feet on each side of the following described line: Commencing at a point in the North property line of property owned by the grantor in the Northwest Quarter of Section 22, Township 35 North, Range 12 East of the 3rd P.M. 166.6 feet East of the Northwest corner of said property; Thence South 1 degree and 4 minutes East 446 feet;

Thence South 10 degrees and 47 minutes West 445 feet; Thence South 15 degrees and 18 minutes West 531 feet; Thence South 36 degrees and 2 minutes West 32 feet to a point in the South property line of said property, 202.2 feet East of the Southwest corner thereof, for the purpose of laying, constructing, etc., a sanitary sewer line to connect with the sewerage system of North Shore Sanitary District, as granted by Waukegan Coke Corporation, a Delaware Corporation, to Outboard Marine and Manufacturing Company, a Delaware Corporation, by instrument dated May 14, 1948 and recorded May 21, 1948 as Document 643457.

16. Rights of North Shore Gas Company, an Illinois Corporation, its successors and assigns to an Easement for the purpose of maintaining an existing gas transmission line over the following described premises: A strip of land 10 feet in width lying 5 feet each side of the following described line: Commencing at a point which is 2282.75 feet East of and 543.06 feet North of the Southwest corner of the Northwest Quarter of Section 22, Township 45 North, Range 12, East of the 3rd P.M., and running North 18.4 feet to a point; Thence Northeasterly 221 feet to a point 135.45 feet East and 192.9 feet North of the place of beginning; Thence Easterly 34 feet to a point 169.45 feet East and 190.9 feet North of the place of beginning; Thence Northwesterly to a point 187.25 feet East and 222.4 feet North of the place of beginning; Thence Northeasterly to a point 215.75 feet East and 236.0 feet North of the place of beginning, said line being designated as "temporary easement" on the plat attached thereto, as granted by instrument recorded as Document 645042.

17. General property taxes for year 1971 and subsequent years.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said GENERAL MOTORS CORPORATION, party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the said party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused

its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this 8th day of November, A.D. 1971.

In the Presence of:

/s/ Nancy R. Meitz

/s/ Carmen F. Paniccia

GENERAL MOTORS CORPORATION

BY /s/ R. W. Decker

Vice President

ATTEST /s/ K. C. MacDonald

Assistant Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, Carmen F. Paniccia Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. W. Decker personally known to me to be a Vice President of the GENERAL MOTORS CORPORATION, a Delaware Corporation, and K. C. MacDonald personally known to me to be an Assistant Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary

they signed and delivered the said instrument as Vice President and Assistant Secretary of said Corporation, and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of November, A.D. 1971.

/s/ Carmen F. Paniccia

Notary Public, Wayne County, Michigan

My Commission Expires: September 17, 1973

THIS INSTRUMENT PREPARED BY:
William A. Hayes
3044 West Grand Boulevard
Detroit, Michigan 48202

OWNERS TITLE GUARANTEE POLICY FORM A-2

NO. 63174 AMOUNT $650,000.00

ILLINOIS TITLE COMPANY

for valuable consideration, does hereby guarantee - - - - - - - - - -

WAUKEGAN COKE CORPORATION, a corporation of Delaware, - - -

and all persons to whom this policy may be transferred with the assent of this Company endorsed hereon, against all loss or damage which the party guaranteed shall sustain by reason of defects in the title of said corporation as set forth in Schedule A below to the real estate or interest therein described, or by reason of liens or incumbrances affecting the title, at the date hereof, excepting only such defects, liens, incumbrances and other matters as are set forth in Schedule B below.

This Company agrees to defend, at its own cost and expense, the title, estate or interest hereby guaranteed in all actions or other proceedings which are founded upon, or in which is asserted by way of defense, a defect, claim, lien or incumbrance against which this policy guarantees.

The total liability of this Company under this policy is limited to - - - - - - SIX HUNDRED FIFTY THOUSAND ($650,000.00) - - - - - Dollars, exclusive of costs and expenses of defending the title, estate or interest guaranteed.

This policy is subject to the conditions hereinbelow set forth, which conditions, together with Schedules A and B, are made a part of this policy.

In Witness Whereof, ILLINOIS TITLE COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed by its Vice-President and attested by its Assistant Secretary, this 14th day of JULY A.D. 1947.

Vice-President.

ATTEST: Marjorie C. Soderberg
Assistant Secretary.

SCHEDULE A

1. The title, estate or interest guaranteed by this policy. Fee simple.

2. Description of the real estate with respect to which this policy is issued. That part of the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd P. M., in Lake County, Illinois, described as follows: Commencing at the South West corner of said North West quarter; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from (measured at right angles) the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from (measured at right angles) the said center line of Section 22, 373.61 feet

(CONTINUED)

(SCHEDULE A-2 CONTINUED)

to a point; thence North Easterly making a North Easterly angle of 60 degrees 1 minute and 15 seconds with last described course extended East 417.44 feet to the place of beginning and the South West corner of premises intended to be described; thence East parallel to and 543.06 feet from (measured at right angles) the said center line of Section 22 and making a South Easterly angle of 119 degrees 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on shore line of Lake Michigan (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of (measured at right angles) the South line of the premises hereby described (being the said first course), (this course along said shore line to be known as the second course) said shore line being approximately as follows: Running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with last described course, extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees 52 minutes 45 seconds with last described course extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course) the last described course also being parallel to and 1420 feet North of (measured at right angles) the South line of premises herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course (being the said third course) 1430.2 feet to a point (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees 27 minutes and 9 seconds with last described course, extended Southerly (being the fourth course) 16.03 feet to the place of beginning (this course to be known as the fifth course).

SCHEDULE B

Showing defects, liens, incumbrances and other matters excepted from this policy and against which this Company does not guarantee.

Special Exceptions.

1. Taxes for the year 1947.

2. Perpetual easement to maintain and use a roadway on and along the Westerly 50 feet of the Easterly 100 feet of premises in question (in which 50 feet is contained the approximate 25 feet on which the "present" roadway is situated) subject to the right of grantor to change such location on conditions therein set forth as granted by Grant made by North Shore Coke and Chemical Company, a corporation of Delaware, to the City of Waukegan, a municipal corporation, dated July 31, 1935 and recorded August 2, 1935 as Document 415382.
(For further particulars see record).

3. Rights of the public, the municipality and adjoining owners in and to that part of premises in question, if any, falling in roads, streets and highways.

4. Switch tracks, switch spurs and railroad rights of way.

5. Slips and Waterways.

6. Rights of the public, the State of Illinois and of the United States Government in and to so much of premises in question as are covered by the waters of Lake Michigan.

7. Rights of the public and of the State of Illinois in and to so much of said premises as may have been formed by other than natural accretions

8. Rights of the United States Government, State of Illinois, City of Waukegan, the public and of the adjoining owners to have maintained in its present location the harbor and any piers contiguous thereto.

9. Rights of the Elgin, Joliet and Eastern Railway Company, a corporation of Illinois, in and to all that portion of premises in question used and occupied by the tracks, spurs and switch tracks of said Railroad Company, as reserved in the Warranty Deed from said Railroad Company to William A. Baehr, dated March 14, 1927 and recorded March 16, 1927 as Document 295717.

(SCHEDULE B CONTINUED ON ATTACHED PAGE 3, NOS. 10 to 14, INCLUSIVE)

(SCHEDULE B CONTINUED)

10. Agreement contained in the Deed from the Elgin, Joliet and Eastern Railroad Company, a corporation of Illinois, to William Baehr, dated March 14, 1927 and recorded March 16, 1927 as Document 295717, to maintain that part of the channel lying within premises in question as it now exists and that he will on demand of the Elgin, Joliet and Eastern Railway Company extend said channel Northerly upon the Westerly side of premises in question, the same width as the present channel upon the Southerly portion of premises in question, providing that the owner of the land lying West thereof shall extend his portion of said channel and to keep and maintain said channels of a depth sufficient for all lake going vessels desiring to use said channel and to maintain a dock or retaining wall along the Easterly side of said channel and to keep the same clear from obstruction for the carrying on of traffic to Waukegan Harbor and other points.
(For further particulars see record).

11. Rights of the persons owning the premises South and adjoining premises in question and North of the Waukegan Harbor to establish a roadway 50 feet wide across premises in question parallel to the shoresof Lake Michigan as it would then exist with the Westerly line thereof, 100 feet from such shore line, with the right of changes and relocation to connect with the roadway across the property lying North and South of premises in question for the passage of persons, automobiles, trucks and teams.

12. Easement for the passage of persons, automobiles, trucks and teams over roadway with the said temporary road running from Sand Street, Waukegan.

13. Rights reserved by the Elgin, Joliet and Eastern Railroad Company, a corporation, to lay down, maintain and operate railroad tracks and switch tracks on land 25 feet in width running substantially parallel to the shore line of Lake Michigan as it would exist at the time of such laying down and with the Westerly line of a strip 125 feet West of the shore line of said Lake.

14. Perpetual easement over a strip of land 10 feet wide, lying 5 feet on each side of following described center line: Commencing at a point which is 2485 feet East of and 543.06 feet North of the South West corner of the North West quarter of Section 22, Township 45 North, Range 12, East of the 3rd P. M.; running thence North Easterly to a point 21.4 feet East and 408.3 feet North of the place of beginning; thence North Easterly to a point 59.4 feet East and 891.3 feet North of the place of beginning; thence North Easterly to a point 1420 feet North and 137.4 feet East of the place of beginning, for the purpose of maintaining gas transmission lines, as granted by Waukegan Coke Corporation, a Delaware corporation, to North Shore Gas Company, a corporation of Illinois, by Instrument dated June 28, 1947 and recorded July 14, 1947 as Document 621388.

liens or incumbrances, this policy should be reissued to cover the date of assignment.

General Exceptions.

Governmental Powers 1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not guarantee against (a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation, (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property, (c) loss by reason of any violation of or liability arising under the statute of Illinois relating to alcoholic liquors, approved January 31, 1934, or any Act amendatory thereof or supplemental thereto; (d) water rentals or water taxes.

Matters Not of Record 2. The following matters which are not of record at the date of this policy are not guaranteed against: (a) rights or claims of parties in possession not shown of record, and questions of survey; (b) mechanics' liens where no notice thereof appears of record; (c) special assessments and special taxes not confirmed by a court of record; (d) defects, liens or incumbrances created subsequent to the date hereof.

Acts Suffered by or Known to Party Guaranteed 3. The following matters relating to acts of the party guaranteed, or assumed by or known to said party, are not guaranteed against: (a) defects, liens or incumbrances created, suffered or assumed by the party guaranteed; (b) rights or claims not shown of record at the date of this policy if known to the party guaranteed at the date hereof or at the time said party acquired the title, estate or interest guaranteed; (c) loss or damage which the party guaranteed would not have sustained if said party were a purchaser for value; (d) loss or damage by reason of fraud of the party guaranteed; (e) loss or damage in consequence of the party guaranteed having acquired the title, estate or interest guaranteed under a sale or conveyance voidable under the bankruptcy laws of the United States; (f) loss or damage in consequence of lack of corporate power of the party guaranteed to acquire or hold the real estate, title or interest or any part thereof described in Schedule A for a purpose other than the lawful purposes of its organization.

Refusal to Purchase 4. This policy does not guarantee against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

CONDITIONS

Right of Company to Defend 1. If any action or proceeding shall be begun or defense be asserted in any action or proceeding which this Company is obligated to defend under this policy, this Company shall have the right, at its own expense, to defend in such action or proceeding the title, estate or interest guaranteed; and, in case of an adverse judgment or decree, may have the same reviewed by a court of last resort. If any such action or proceeding shall be begun or defense be asserted, the party guaranteed

Notice of Actions shall promptly notify this Company thereof in writing and secure to it, when practicable, the right to defend such title, estate or interest, and shall co-operate with this Company in the defense of such action or proceeding and in prosecuting appeals; and, upon a failure in any such respect so to do, then all liability of this Company with respect to the defect, claim, lien or incumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give such notice, however, shall not prejudice

When Notice Excused the rights of the party guaranteed, (1) if the party guaranteed shall not be a party to such action or proceeding, or (2) if said party, being a party to such action or proceeding, be neither served with summons therein nor have any actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced in its right to defend by reason of such failure to notify.

Notice of Writs 2. In case knowledge shall come to the party guaranteed of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest guaranteed, said party shall promptly notify this Company thereof in writing; and, upon a failure so to do, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate, unless this Company shall not be prejudiced by reason of such failure to notify.

Option to Settle Adverse Claims 3. This Company reserves the right to settle, at its own costs, any claim or suit which may involve a liability under this policy; and, unless this Company shall refuse to defend against such claim or suit, the party guaranteed shall not voluntarily assume any liability or settle any such claim or suit without the written consent of this Company.

Statement of Loss 4. A statement in writing of any loss or damage sustained by the party guaranteed, and for which it is claimed this Company is liable under this policy, shall be furnished by said party to this Company within sixty days after said party has notice of such loss or damage; and no right of action

Limitation of Action shall accrue under this policy until thirty days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of thirty days. Failure to furnish such statement of loss or to bring such suit within the times above specified shall forever bar any recovery under this policy.

Subrogation Rights 5. This Company shall, to the extent of any payment by it of loss under this policy, be subrogated to all rights of the party guaranteed with respect to such loss, and the party guaranteed shall execute such instruments as may be necessary to transfer such rights to this Company.

Policy Reduced by Payments of Loss 6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

ASSIGNMENT OF POLICY

Important: Assignment of this policy must be with the assent of this Company endorsed hereon. This policy necessarily relates solely to the title as of the date of the policy, and, therefore, in assenting to such assignment, this Company assumes no liability for defects, liens or incumbrances attaching between the date of the policy and the date of assignment. In order to protect an assignee against intermediate defects, liens or incumbrances, this policy should be reissued to cover the date of assignment.

2328

OFFICERS

Alvah L. Rogers
PRESIDENT

Edward J. Sauter
VICE-PRESIDENT

Richard E. Duff
VICE PRESIDENT

Russell P. Sedgwick
SECRETARY

Marjorie C. Soderberg
ASSISTANT SECRETARY

Joseph J. Pustaver
TREASURER

Marjorie I. Leuer
ASSISTANT TREASURER

A. F. Lidman
TITLE OFFICER

DIRECTORS

JOHN D. BINKLEY
Assistant Vice President, Chicago Title & Trust Co.
Chicago, Illinois

PAUL W. GOODRICH
Assistant Secretary, Chicago Title & Trust Co.
Chicago, Illinois

KENNETH E. RICE
Vice-President, Chicago Title & Trust Co.
Chicago, Illinois

ALVAH L. ROGERS
President
Illinois Title Co., Waukegan, Illinois

EDWARD J. SAUTER
Vice-President
Illinois Title Co., Waukegan, Illinois

OWNERS TITLE GUARANTEE POLICY

FORM A-2

63174

ILLINOIS
TITLE COMPANY
WAUKEGAN, ILLINOIS

2328

This title guarantee policy is valuable. It should be kept in a safe place.

If the title as guaranteed is attacked, ILLINOIS TITLE COMPANY will defend and pay losses in accordance with the terms of the policy.

Immediate notice should be given to this Company of any claim made against the title guaranteed.

If any questions arise at any time in regard to this policy, we shall be glad to have you call at our office and consult with our officers.

FOR VALUE RECEIVED, Waukegan Coke Corporation the named beneficiary of Owners Title Guarantee Policy Form A 2, issued by Illinois Title Company, bearing Number 63174 HEREBY ASSIGNS ALL INTEREST IN SAID POLICY to General Motors Corporation, a Delaware corporation, of 3044 West Grand Boulevard, Detroit, Michigan (Assignment to be attached and made a part of said policy).

IN WITNESS WHEREOF, Waukegan Coke Corporation has caused its corporate seal to be hereto affixed and these presents signed by its Vice President and attested by its Secretary this 28th day of May, 1948.

W. Armstrong
Vice-President

A. F. Power
Secretary

ASSENT

In assenting to this Assignment no liability is assumed by Illinois Title Company for defects or encumbrances created subsequent to the date of this policy.

Assented to this 3rd day of June, 1948.

ILLINOIS TITLE COMPANY

By A. F. Sidman
Vice-President

Attest Russell P. Sedgwick
Secretary

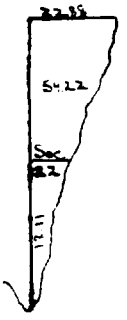
Abstract of Title

to

The North West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., in Lake County, Illinois, (excepting therefrom the North 417.8 feet of the South 483.8 feet of the East 200 feet of the West 300 feet thereof and except that part thereof conveyed to the City of Waukegan by a Deed dated August 12, 1880 and recorded August 14, 1880 as Doc. 23165, in Book 69 of Deeds, page 323).

We bring this examination down to and including August 30, 1890, only.

1.



NOTE:- The foregoing map of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., is taken from the Government Survey on file in the Office of the Recorder of Deeds of Lake County, Illinois.

2. NOTE:- From information in our office compiled from the Book of Origina Land Entries on file and of record in the General Land Office at Washington, D. C., it appears that on June 23, 1845, John Lewis entered or purchased the North West fractional quarter of Sectio 22, Twp. 45 N., R. 12, East, containing 54.22 acres, in Lake County, Illinois, under Certificate No. 19023.

3.	United States, to John Lewis.	Patent. (Certificate No. 19023). Dated February 1, 1846, and Recorded January 19, 1865, in Book 35 of Deeds, page 590.

Grants the North West fractional quarter of fractional Section 22, in Twp. 45 - R. 12 - in the District of Lands subject to sale at Chicago, Illinois, containing 54.22 acres according to the official plat of the survey of said lands returned to the General Land Office by the Surveyor General.

4.	John Lewis, a bachelor, of "County and State of New "York," to John Forsythe, of Chicago, Illinois.	Warranty Deed. Dated January 18, 1865, and Recorded January 19, 1865, in Book 35 of Deeds, page 591. Considn. $200.00. Grants, bargains, and sells land in Waukegan, Lake County, Illinois,

to-wit:- The North West fractional quarter of Section 22, in Twp. 45 N., R. 12, East of the 3rd P.M.

Homestead rights waived.

Acknowledged January 18, 1865, before Andrew J. Brown, Notary Public, Cook County, Illinois.

5.	John Forsythe and Eliza W., his wife, of Chicago, Illinois, to Helen Forsythe, of same place. Doc. 17701.	Warranty Deed. Dated July 18, 1877, and Recorded July 20, 1877, in Book 63 of Deeds, page 214. Considn. $10.00 and in consideration of love and affection. Grant, sell and convey the following

described real estate in Lake County, Illinois, to-wit:- The North West fractional quarter of Section 22, also Lots 16 and 25 in Assessor's Plat of part of Section 21, which lies East of State Street, all in Twp. 45 N., R. 12, East of the 3rd P.M., also the North half of the North East quarter of the North East quarter of the North West quarter of Section 24, Twp. 45 N., R. 10, East of the 3rd P.M.

Homestead rights waived.

Acknowledged July 18, 1877, before John P. Knight, Jr., Notary Public, Cook County, Illinois.

We show the two following Deeds for reference only:

Helen Forsythe, of Chicago, Illinois, to The City of Waukegan, (a municipal corporation), in Lake County, Illinois. Doc. 23185.	Quit Claim Deed. Dated August 12, 1880, and Recorded August 14, 1880, in Book 69 of Deeds, page 323. Considn. $1.00. Convey and quit claim all interes in all that part of the fractiona

6.

North half of fractional Section 22, Twp.45 N., R. 12, East of the 3rd P.M., as follows, to-wit:- Commencing at a point on the center line of Madison Street in the City of Waukegan at a distance of 1389 feet East of its intersection with the West side of State Street and running thence North 6 degrees and 40 minutes East 202 feet to a stake; thence North 15 degrees East 761 feet to a stake; thence East 150 feet, more or less, to the shore of Lake Michigan; thence Southerly along said shore 221 feet, more or less, to the South bounds of said fractional North half of Section 22 aforesaid; thence West on said South bounds, 150 feet, more or less t an intersection with the line above described as "running North 15 de grees East 761 feet to a stake." The land hereby conveyed being the South East corner of the North fractional half of Section 22 aforesai and being about 150 feet in width from East to West and about 221 feet more or less along Lake Shore, in Lake County, Illinois.

Homestead rights waived.

Acknowledged August 12, 1880, by Helen Forsythe, a spinster, before John Forsythe, Notary Public, Cook County, Illinois.

City of Waukegan,
to
The United States of America.
Doc. 24469.

Deed.
Dated August 24, 1880, and
Recorded May 18, 1881, in
Book 71 of Deeds, page 619.

Sets forth that whereas the City Council of the City of Waukegan, at a regularly called meeting of said council held on August 23, 1880 passed a resolution in the words and figures to-wit:- "Resolved that the Mayor and City Clerk of the City "of Waukegan, be hereby authorized and directed in the name and behalf "of the City of Waukegan, to make, execute and deliver to the United "States of America, in due form of law, a proper deed of conveyance for "harbor purposes, of all that tract of land described as follows, to-"wit:- Commencing at a point on the center line of Madison Street, at "a distance of 1439 feet East of its intersection with the West side of "State Street; thence South 3 55' West 232 feet; thence South 2 54' E. "1100 feet; thence due East 100 feet, more or less to the shore of Lake "Michigan; thence down the shore of Lake Michigan to its intersection "with the center line of Madison Street; thence along said line to the "point of beginning; thence N. 3 55' E. 202 feet; thence N. 11 10' E. "760 feet; thence due East 100 feet more or less to the shore of Lake "Michigan; thence up the shore of Lake Michigan to its intersection with "the center line of Madison Street; thence along said line to point of "beginning, and including all riparian rights; said premises are situated "in the County of Lake and State of Illinois and the meridian used in "this description is the magnetic meridian, the bearing of the center "line of Madison Street being South 86 12' W."

Now therefore, in consideration of the premises and $1.00 first party grants, sells and conveys unto second party for harbor purposes, including all riparian rights, all that tract of land hereinbefore described and being the same particularly set forth in the aforesaid resolution of the City Council of the City of Waukegan.

Signed and acknowledged by said corporation by William B. Dodge, Mayor, and John K. Bower, City Clerk and attested under its corporate seal. Acknowledged August 24, 1880, before Daniel Brewer, Notary Public, in and for Waukegan, Lake County, Illinois.

	Jesse S. Wildrup, United States Marshall, Northern District of Illinois, by L. O. Gilman, Deputy, to John B. Tilford. Doc. 18107.	Certificate of Sale. Dated October 17, 1877, and Recorded October 22, 1877, in Book "B" of Certificates, page 439.
8.		Sets forth that by virtue of a writ of Fieri Facias issued out of the Circuit Court of the United States for the Northern District of

Illinois on August 3, 1877, upon a judgment rendered in said Court in the cause entitled John B. Tilford, complainant, vs John Forsythe, defendant, No. 6057 on November 29, 1875, of said Court be levied upon the following described real estate in Lake County, Illinois, to-wit:- The South half of the North East quarter of Section 11, Lot 2 of the South West quarter of Section 18 and the South half of the North West quarter of Section 21, all in Twp. 45 - R. 10, East - the South East quarter of the North East quarter and the North East quarter of the South East quarter of Section 20, the North half of the South East quarter of Section 33 and the North West quarter of the South East quarter of Section 34, all in Twp. 46 - R. 10, East - the South East quarter of the South East quarter of Section 17, Twp. 44 - R. 10, East and the North West fractional quarter of Section 22, Twp. 45 - R. 12, East - together with other real estate described in full in endorsement of levy made upon said execution as the property of the above named defendant and he thereupon advertised the same for sale by posting advertisements in three of the most public places in Lake County and by publication in the Waukegan Gazette, a newspaper published at Waukegan, in Lake County, in said District for 20 days previou to the day of sale as required by law and the rules of said Court; that on October 17, 1877 at 12 P. M., "of said day" at the front door of the Court House at Waukegan in the County aforesaid, (the time and place mentioned in said advertisement), he proceeded to offer the aforesaid property for sale at public vendue in separate parcels to the highest and best bidder for cash and John B. Tilford being the highest and best bidder became the purchaser of the following property for the sums and at the prices hereinafter mentioned and set forth, (with property and amounts not now in question), the North West fractional quarter of Section 22, Twp. 45 - R. 12, East - for $250.00.

5.

	Jesse S. Hildrup Marshall, of the United States of America, for the Northern District of Illinois, to Catharine H. Tilford. Doc. 24078.	Deed. Dated March 15, 1881, and Recorded March 18, 1881, in Book 71 of Deeds, page 614. Sets forth that John B. Tilford did at the October term of the Circuit Court of the United States of America for the Northern District of Illinois, 1875 recorded a judgment against John Forsythe for the sum of $24100.46 damages and $36.35 cost of suit upon which an execution was issued dated August 3, 1877, directed to the Marshall of the United States for the Northern District of Illinois, to execute by virtue of which the said Marshall levied upon the premises hereinafter described and the time and place of the sale having been duly advertised according to law the same were struck off and sold to John B. Tilford, he being the highest and best bidder therefor and that the above said John B. Tilford having died and by his Last Will and Testament leaving Catharine H. Tilford, his sole devisee. Now therefore Jesse H. Hildrup, Marshall of the United States of America for the Northern District of Illinois in consideration of the premises do hereby convey to the said Catharine H. Tilford, her heirs and assigns the following described lots or parcels of land, to-wit:- The South half of the North East quarter of Section 11 - Lot 2 of the South West quarter of Section 18 and the South half of the North West quarter of Section 21, all in Twp. 45 N., R. 10, East - the South East quarter of the North East quarter and the North East quarter of the South East quarter of Section 20, the North half of the South East quarter of Section 33 and the North West quarter of the South East quarter of Section 34, all in Twp. 46 - R. 10, East - the South East quarter of the South East quarter of Section 17, Twp. 44 - R. 10, East - and the North West fractional quarter of Section 22, Twp. 45-R. 12, East - all in Lake County, Illinois. Acknowledged March 16, 1881, before Philip A. Hoyne, United States Commissioner of the Circuit Court Northern District of Illinois.
9.		

	Catharine H. Tilford, of New York, New York,	Deed.
10.	to	Dated December 20, 1889, and
	Lizzie F. Alexander and	Recorded December 27, 1889, in
	Helen F. Dexter, of Chicago,	Book 91 of Deeds, page 416.
	Illinois.	Sets forth that the United States
	Doc. 41052.	Circuit Court for the Northern District of Illinois, in a suit in

equity wherein said second parties were complainants and first party defendant a decree was rendered on December 7, 1889 requiring the defendant to make, execute and deliver a deed of Quit Claim to the property hereinafter described.

Now therefore, said first party in consideration of $1.00 and in obedience to said decree conveys and quit claims to said second parties, the North West fractional quarter of Section 22, Twp. 45 N., of R. 12, East of the 3rd P.M., in Lake County, Illinois, hereby releasing all interest she has therein.

Homestead rights waived.

Acknowledged December 20, 1889, before Edward Raine, Notary Public, City of Baltimore, Maryland.

	Lizzie Forsythe Alexander	Warranty Deed.
	and Stuart R. Alexander,	Dated March 1, 1890, and
	her husband, Helen Forsythe	Recorded March 21, 1890, in
	Dexter and Albert F. Dexter,	Book 89 of Deeds, page 485.
	her husband, of Chicago,	Considn. $4300.00.
	Illinois,	Convey and warrant the North West
11.	to	fractional quarter of Section 22,
	Charles H. Coster, of -.	Twp. 45 N., R. 12, East of the 3rd
	Doc. 41637.	P.M., excepting however that porti

of the above described premises which was described in a Deed from Catherine H. Tilford, Executrix to the City of Waukegan, dated March 15, 1881 and recorded in Book 71 of Deeds, page 615, in Waukegan, Lake County, Illinois.

Homestead rights waived.

Acknowledged March 3, 1890, before William Alton, Jr., Notary Public, Cook County, Illinois.

TAX SALE

12.	Sale June 13, 1877, for State and County taxes, Waukegan, for the year (not given). (Record "E" Tax Sales, page 126).	North West fractional quarter of Section 22, Twp. 45 - R. 12, Waukegan, sold to D. Granger for $32.83. (Assessed to John Forsythe). Deed issued February 9, 1880, to D. Granger.
13.	Lewis C. Dorsett, County Clerk of Lake County, Illinois, to Dighton Granger. Doc. 26505.	Tax Deed. Dated February 9, 1880, and Recorded June 6, 1882, in Book 62 of Deeds, page 122. Conveys, (with other property), the North East fractional quarter of Section 22, Twp. 45 - R. 12 -, in Lake County, Illinois. Sold June 13, 1877, for non-payment of taxes.

In the County Court of Lake County, Illinois.

14.	Waukegan and Southwestern Railway Company, vs Cashanne N. Tilford, Helen B. Forsythe and Dighton Granger.	(No files found herein). October 19, 1893, (Record "E" page 243), on this day comes the petitioner herein by its solicitors and on motion of said petition by their said attorney it is ordered that the petitioner herein be and is hereby dismissed at petitioner's costs.

We have made no examination for suits filed in the District Court of the United States for the Eastern Division of the Northern District of Illinois, or proceedings in Bankruptcy in said Court.

We have examined our indexes to, and the records of Lake County, Illinoi and find:

1st. No conveyances of the premises described in the caption hereto, shown thereby to have been recorded in the Recorder's office of said County, prior to August 31, 1890, except as noted on the eight (8) preceding sheets.

2nd. No judgments in any court of record in said County rendered against Charles H. Coster prior to August 31, 1890, and none rendered agains any of the parties named herein as grantor or grantee, through whom said Charles H. Coster derived title, prior to and including the dates of record of the deeds by them respectively, which we consider liens on said premises.

3rd. No tax sales or forfeitures had of said premises prior to August 31, 1890, standing on record not marked canceled, paid or redeemed, except as noted.

Nine (9) Sheets

Waukegan Ills April 22. 1927.

LAKE COUNTY TITLE & TRUST CO.,

By Alvah E. Rogers

Sec'y.

A SECTION OF [illegible] ACRES.

A rod is 16½ feet.
A chain is 66 feet or 4 rods.
A [illegible] rods, 80 [illegible] or [illegible]
A square [illegible] 272¼ square feet.
An acre contains 43,560 square feet.
[illegible] square rods.
[illegible]
[illegible]
[illegible]
25x125 feet equals [illegible] of an acre.

CENTER OF 20 chains. 1,320 feet.

Sectional Map of a Township with adjoining Sections.

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

SECTION.

160 acres.

[illegible] chains, [illegible] rods [illegible]

No. 453[illegible] 209 Page 179

ABSTRACT OF TITLE

TO

Part NW 1/4

Sec 22-45-12

LAKE COUNTY, ILLINOIS

FOR

Lake County Title
and Trust Company

Abstracts of Title.
Title Guaranteed.

[illegible]INGTON STREET
WAUKEGAN
ILLINOIS

P. S. [illegible]
PRESIDENT

WM. R. FOLSOM
VICE-PRESIDENT

[illegible] L. ROGERS
[illegible] AND TREASURER

Abstract of Title

to

The North West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., in Lake County, Illinois, (excepting therefrom the North 417.8 feet of the South 483.8 feet of the East 200 feet of the West 300 feet thereof and except that part thereof conveyed to the City of Waukegan by Deed dated August 12, 1880 and recorded August 14, 1880, as Doc. 23185, in Book 69 of Deeds, page 323).

Last examination made by D. L. Jones, dated August 30, 1890.

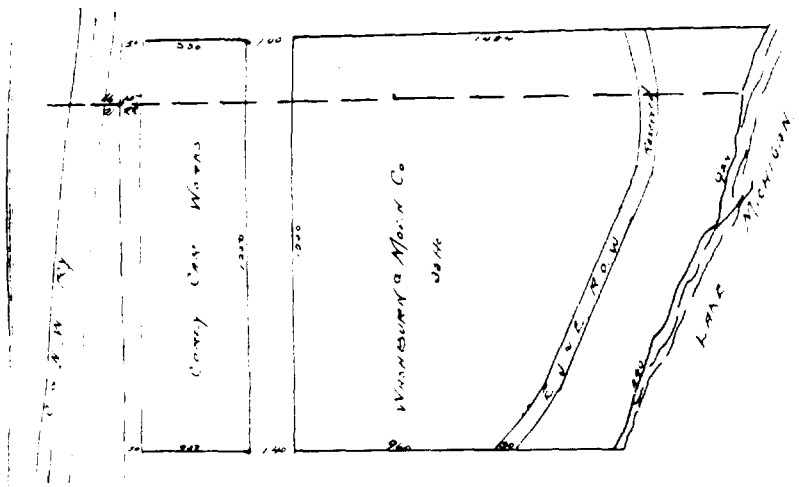
	Charles H. Coster, Trustee, and Emily Pell Coster, his wife, of New York City, New York,	Deed. Dated February 20, 1891 and Recorded May 9, 1891, in Book 92 of Deeds, page 340.
1.	to	In consideration of certain agreements made by second party with the Elgin, Joliet and Eastern Railway Company, to-wit:- An Agreement dated January 2, 1891 in regard to traffic and an agreement dated January 3,1891
	Washburn and Moen Manufacturing Company, a corporation of Massachusetts. Doc. 45277.	

in regard to right of way and of $1.00 and other good and valuable considerations, remise, release and convey the following described real estate, situated in Lake County, Illinois, to-wit:- (with other property), a parcel of land situated in the fractional North West quarter of Section 22 and the fractional South West quarter of Section 15, in Twp. 45 N., R. 12 East of the 3rd P.M., said parcel of land being bounded on the South by a line 1580 feet Northerly from and parallel with the South line of the North West quarter of said Section 22; on the North by a line 2830 feet Northerly from and parallel with the South line of said North West quart on the West by a line 540 feet East from and parallel with the West line of said Sections 22 and 15; and on the East by the waters of Lake Michi-

gan, containing 35 acres, more or less, excepting however from said parcel a strip of land 30 feet wide, being 15 feet on each side of the following described center line, viz: Beginning at a point in the South line of said described 35 acre tract and distant East along said South line 670 feet from the South West corner of said tract and running thence North Easterly by curved and straight lines to the North line of said tract to a point distant East along said North line 1070 feet from the North West corner of said tract, said described strip of land being more particularly shown on the plat hereto attached which is hereby made a part of this instrument.

The Waukegan and South Western Railway Company and the Elgin, Joliet and Eastern Railway Company join in this conveyance for the purpose of releasing and conveying any rights which they may have in the premises aforesaid or any part thereof and said Elgin, Joliet and Eastern Railway Company in consideration of the premises hereby covenants and agrees to and with said second party, its successors and assigns that at the date of the execution and delivery of these presents said Charles H. Coster as Trustee is well seized of the premises aforesaid as of a good and indefeasible estate in fee simple, absolute and that the said Elgin, Joliet and Eastern Railway Company will warrant and defend the title of the second party to said premises against any claims or interests existing at the date hereof adverse to the title of said Coster. Said Charles H. Coster covenants against his own acts and to defend said premises against all persons claiming by, through or under them. Also signed and acknowledged by the Elgin, Joliet and Eastern Railway Company and Waukegan and South Western Railway Company by S. Spencer and F. D. Raymond, President and Secretary respectively of the respective companie and attested under the corporate seals of said respective companies. Acknowledged April 11, 1891, by Charles H. Coster and Emily Pell Coster his wife, before George H. Corey, Commissioner for the State of Illinois in and for the City of New York, New York County, New York, and on April 22, 1891 by all said officers before Charles S. Holt, a Notary Public, in and for Cook County, Illinois.

Appended is the plat above referred to.

2. 

Washburn and Moen Manufacturing Company, (a corporation of Massachusetts), to The American Steel and Wire Company of New Jersey. Doc. 74617.	Warranty Deed. Dated March 11, 1899 and Recorded June 8, 1899, in Book 122 of Deeds, page 44. Considn. $528,000.00. Conveys and warrants real estate in the City of Waukegan, Lake County Illinois, to-wit:- (with other property), A parcel of land situated in the fractional North West quarter of Section 22 and the fractional South West quarter of Section 15, Twp. 45 N., R. 12, East of the 3rd P.M., said parcel of land being bounded on the South by a line 1580 feet Northerly from and parallel with the South line of the North West quarter of said Section 22 on the North by a line 2830 feet Northerly from and parallel with the South line of said North West quarter of said Section 22 on the West by a line 540 feet East from and parallel with the West line of said Sections 22 and 15, on the East by the water of Lake Michigan, containing 35 acres, more or less,

3.

3.

excepting however from said parcel a strip of land 30 feet wide, being 15 feet on each side of the following described center line, viz: Beginning at a point in the South line of said described 35 acre tract distant East along said South line 670 feet from the South West corner of said tract and running thence North Easterly by curved and straight lines to the North line of said tract to a point distant East along said North line 1070 feet from the North West corner of said tract, together with all other riparian and other rights, real estate and rights therein and all fixtures forming a part of the realty situated in Lake County, Illinois.

Signed and acknowledged by said first party by Wm. E. Rice, President, and Charles Raulet, Treasurer and attested under its corporate seal, pursuant to authority given by its Board of Directors and Stockholders. Acknowledged April 28, 1899 by Charles Raulet, Treasurer of said Company before Wm. K. Crosby, a Notary Public, in and for Worcester County, Massachusetts and on April 29, 1899 by William E. Rice, President of said Company before Felix M. Gernsheim, a Notary Public, in and for New York County, New York.

The American Steel and Wire Company of New Jersey, to Elgin, Joliet and Eastern Railway Company, a corporation of Illinois. Doc. 88598.	Warranty Deed. Dated December 30, 1902, and Recorded January 2, 1903, in Book 131 of Deeds, page 566. Considn. $1.00 and other good and valuable consideration. Conveys and warrants the property described as follows, to-wit:- A

4.

parcel of land situated in fractional North West quarter of Section 22 and fractional South West quarter of Section 15, in Twp. 45 N., R. 12, East of the 3rd P.M., said parcel of land being bounded on the South by a line 1580 feet Northerly from and parallel with the South line of the North West quarter of said Section 22, on the North by a line 2830 feet Northerly from and parallel with the South line of said North West quarter, on the West by a line 540 feet East from and parallel with the West line of said Sections 22 and 15 and on the East by the waters of Lake Michigan containing 35 acres, more or less, excepting however from

said parcel a strip of land 70 feet wide, being 35 feet on each side of the following described center line, viz: Beginning at a point in the South line of said described 3½ acre tract and distant East along said South line 670 feet from the South West corner of said tract and running thence North Easterly by curved and straight lines to the North line of said tract to a point distant East along said North line 1070 feet from the North West corner of said tract, said premises being the same premises conveyed by a Deed dated February 20, 1891, from Charles F. Coster, Trustee and Emily Pell Coster, his wife, to the Washburn and Moen Manufacturing Company and recorded in Vol. 92 of Deeds, page 340, situated in Lake County, Illinois.

Signed and acknowledged by said Company by J. S. Keefe, first Vice President and A. F. Allen, Secretary and attested under its corporate seal.

Acknowledged December 30, 1902, beofe C. A. Tuttle, Notary Public, in and for Cook County, Illinois.

5. NOTE:- Recorded November 17, 1890, as Doc. No. 43496, in Book 87 of Mortgages, page 543, is a lease dated October 22, 1890, from Charles H. Coster to William H. Dow, demising and leasing land situated in Lake County, Illinois, to-wit:- A piece of land 200 feet broad and 225 feet long whose South and North boundary lines are respectively 66 feet and 266 feet from the South line of the fractional North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., and parallel thereto and whose West and East lines are respectively 300 feet and 525 feet from and parallel to the West boundary line of said quarter Section, excepting and reserving however a strip of land 25 feet wide and running Northerly and Southerly through and across the above described piece of land near its Western boundary line for and during the term of five years from November 1, 1890 until October 31, 1895 upon payment of $50.00 per annum.

Charles H. Coster and Emily Fell, his wife, of New York City,

to

Elgin, Joliet and Eastern Railway Company, (a Railroad corporation).

Doc. 55517.

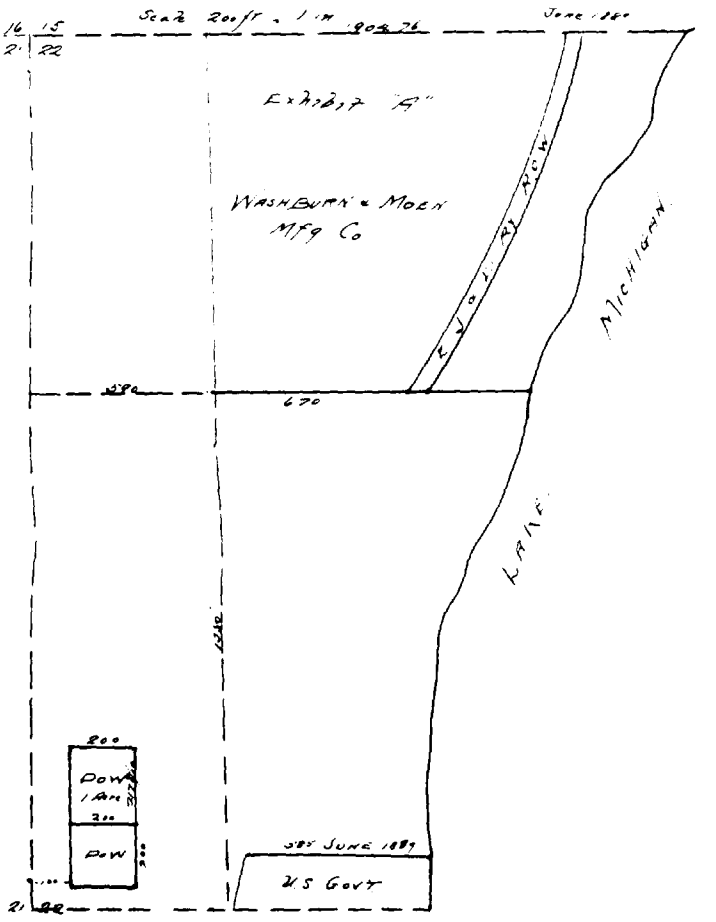
Quit Claim Deed.

Dated July 14, 1893, and Recorded July 18, 1893, in Book 105 of Deeds, page 10.

Considn. $1.00.

Remise, release, convey and quit claim all right, title, interest, etc., in and to the following described land in Lake County, Illinois, to-wit:- The North West fractional quarter of Section 22, Twp. 4[illegible] N., R. 12, East of the 3rd P.M., Lake County, Illinois, excepting that portion of the above described premises which was described in a Deed from Catharine H. Tilford, executrix to the City of Waukegan dated March 15, 1881 and recorded in Book 71 of Deeds, page 615, excepting also a parcel of land conveyed to the Washburn and Moen Manufacturing Company whose South line is 1580 feet distant North from and parallel to the South line of said fractional quarter, whose North line is the North line of said fractional quarter, whose West line is distant 540 feet East from and parallel to the West line of said fractional quarter and whose East line is the water of Lake Michigan, excepting therefrom a strip of land 30 feet wide being 15 feet on each side of a center line which extends from a point in the South line of said parcel of land conveyed to said Washburn and Moen Manufacturing Company, distant East along said South line 670 feet from the South West corner of said parcel of land and running thence North Easterly by curved and straight lines to a point in the North line of the aforesaid fractional quarter of Section 22; said 30 foot strip having been reserved from the land so conveyed to said Washburn and Moen Manufacturing Company for a right of way for the Elgin, Joliet and Eastern Railway excepting also two parcel of land situated in said North West fractional quarter of said Section 22, conveyed by the grantors herein to William H. Dow which two parcels of land taken together make one parcel of land whose South and North sides are distant North respectively 66 feet and 483.8 feet from and parallel to the South line of said fractional quarter; whose West and East lines are distant East respectively 100 and 300 feet from and parallel tothe West line of said fractional quarter. The portions of said fractional North West quarter of Section 22 herein described are

[illegible] "Exhibit A" [illegible] (Also [illegible] property).
Homestead rights waived.
Acknowledged July 14, 1893, before George H. Corey, Commissioner for the State of Illinois in New York City.



7.

8. NOTE:-Recorded May 28, 1891, as Doc. 435-3, in Book 80 of Mortgages, page 631, is a copy of a resolution adopted by the Board of Directors of the Elgin, Joliet and Eastern Railway Company and approved by the stockholders of said Company, authorizing the President or Vice President and Secretary in the name and on behalf of said Company to execute gold bonds not exceeding the sum of $10,000,000.00 dated April 1, 1891 to be payable May 1, 1941, with interest at 5 per cent per annum and execute and deliver to the Central Trust Company of New York, and John M. Butler, a Trust Deed conveying all of the property and franchise of the Company at present owned or held or hereafter acquired.

7.

	Elgin, Joliet and Eastern Railway Company, a corporation, etc.,	Trust Deed. Dated April 1, 1891 and Recorded May 28, 1891, in Book 61 of Mortgages, page 511. To secure its bonds bearing even date herewith each for $1000.00 not to exceed in the aggregate, $10,000,000.00 payable to the
9.	to	
	Central Trust Company and John M. Butler.	
	Doc. 45545.	

bearer or registered holder thereof on May 1, 1941 with interest at 5 per cent per annum, payable on the first of May and November in each year. Principal and interest payable in gold coin of the United States of America of the present standard of wieght and fineness at the office of the agency of the Railway Company in New York City.

Conveys all its line of Railway and Railway property, within the State of Illinois, either already located and constructed or hereafter to be acquired or created by purchase, etc., including all property rights, privileges, immunities and franchises thereto belonging, both the present and all in future to be acquired as fully and to the same effect as if the same were herein more specifically designated and described, reserving and excepting all telegraph and telephone lines.

Default for sixty days in the payment of principal or interest of said bonds or beach of any of the covenants to render loan due.

First party covenants to pay all taxes and assessments, and to keep buildings insured.

Provides for the appointment of a new Trustee in case of the resignatio or death, etc., of either of said Trustees.

Signed by John M. Butler, the Elgin, Joliet and Eastern Railway Company by Samuel Spencer, President and F. D. Raymond, Secretary and Central Trust Company of New York by E. Francis Hyde, Second Vice President, and C. H. Babcock, Secretary and attested under the corporate seals of said Companies.

Acknowledged April 14, 1891 by the President and Secretary of the Elgin Joliet and Eastern Railway Company, before Wm. P. Sidley, Notary Publi Cook County, Illinois, on April 20, 1891 by the Second Vice President the Central Trust Company before Frank E. Smidt, Notary Public, New York, New York, (certificate of magistracy appended) and on April 25,

1891, by John M. Butler, before Isaac C. Slater, Notary Public, for the District of Columbia.
(Certificate of Magistracy appended).

10. NOTE:- Recorded August 4, 1896, as Doc. 65591, in Book 111 of Mortgages page 520, is an appointment dated March 18, 1896, by the Elgin, Joliet and Eastern Railway Company appointing Augustus L. Mason, Successor in Trust of the Trust Deed dated April 1, 1891, from said Railway Company in the place of John M. Butler, deceased.

We note the two following deeds and show for reference only:

11. NOTE:- Recorded November 17, 1890, as Doc. 43495, in Book 75 of Deeds, page 464 is a Quit Claim Deed dated October 22, 1890 from Chas. H. Coster and wife to William H. Dow conveying part of fractional North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., having for its sides each 200 feet long; South side being 66 feet distant from and parallel to North side being 266 feet distant and parallel to South line of said quarter Section, and West side being 100 feet distant from and parallel to, East side being 300 feet distant from and parallel to West line of said quarter Section.

Recorded November 18, 1893, as Doc. 57043 in Book 72 of Deeds, page 345 is a Deed dated July 14, 1893 from Charles H. Coster and wife to William H. Dow conveying a parcel of land 217.8 feet long from North to South and 200 feet wide from East to West in the North West fractional quarter of Section 22 aforesaid whose South and North sides are distant North respectively 266 feet and 483.8 feet from and parallel to the South line of said fractional quarter and whose West and East sides are distant respectively 100 feet and 300 feet from and parallel to the West line of said fractional quarter, containing one acre.

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12. NOTE:- Recorded November 18, 1893, in Doc. No. 57044, in Book 106 of Mortgages, page 146, is a lease dated October 22, 1893, from the Elgin, Joliet and Eastern Railway Company to William H. Dow, demising and leasing land in Lake County, Illinois, to-wit:-

(with other property), a parcel of land 483.8 feet long from North to South and 125 feet wide from East to West situated in the North West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., whose West and East lines are distant East respectiv 300 and 425 feet from and parallel to the West line of said fractional quarter Section, whose South line is the South line of said fractional quarter Section and whose North line is distant North 483.8 feet from and parallel to the South line of said fractional quarter Section, excepting and reserving however a strip of land 25 feet wide and running Northerly and Southerly through and acros the above described lands near the Western boundary lines thereof for and during the term of 10 years from October 22, 1893 until October 22, 1903 upon payment of $100.00 per annum.

Elgin, Joliet and Eastern Railway Company, hereinafter called the Elgin Company, with William H. Dow. Doc. 72822.	Agreement. Dated November 5, 1898 and Recorded December 8, 1898, in Book 120 of Mortgages, page 214. Sets forth that the Elgin Company demised and leased unto said Dow the certain premises described in

13.

a lease dated October 22, 1893 and recorded in Book 106 of Mortgages, page 46; that the Elgin Company desires to secure the surrender and can cellation of said lease and the said Dow is willing to make such surren der upon the terms and conditions hereinafter expressed.

Now therefore in consideration of the premises and of the mutual and respective promises and agreements herein contained, the parties hereto for themselves and their respective executors, legal representatives, successors and assigns, promise and agree as follows, to-wit:- One:- The Elgin Company promises and agrees to and does contemporaneously with delivery hereof pay to said Dow, $500.00 in cash the receipt of which is hereby acknowledged by said Dow and the Elgin Company released and discharged therefrom. Two:- Said Dow hereby surrenders and unites in the cancellation of the lease to him from said Elgin Company dated October 22, 1893, and releases and discharges the Elgin Company from further obligation thereunder and said Elgin Company accepts such surrender and releases and discharges said Dow from further liability

under said lease. Three:- The Elgin Company gives to said Dow his legal representatives and assigns the right to use as a way of passage for men and teams in and about the business of said Dow, together with any others to whom the Elgin Company may give like permission, a strip of land 40 feet in width from East to West and 417.8 feet in length immediately joining upon the East the property owned by said Dow in the North West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M. Four:- The Elgin Company promises and agrees to construct and thereafter maintain a spur track to be connected with its present or future line of railway on the West side of said property now owned by Dow; such spur track shall be located as far as possible on the land of Dow and used for the purposes of furnishing railroad facilities for the business of said Dow. The ownership of such track shall be in the Elgin Company. Five:- The Elgin Company hereby gives to said Dow licens and permission of passage, with teams in the conduct of his business along any portion of the land of the Elgin Company, when and where not occupied by tracks adjoining and within 50 feet directly West of the property now owned by said Dow.

Signed by both said parties.

Said Company signs by C. H. Achert, General Manager, and attested by F. D. Raymond, Secretary under its corporate seal.

(Neither witnessed nor acknowledged).

	Elgin, Joliet and Eastern Railway Company, to William H. Dow. Doc. 79862.	Lease. Dated November 28, 1900 and Recorded December 1, 1900, in Book 128 of Mortgages, page 476. Considn. $1.00.

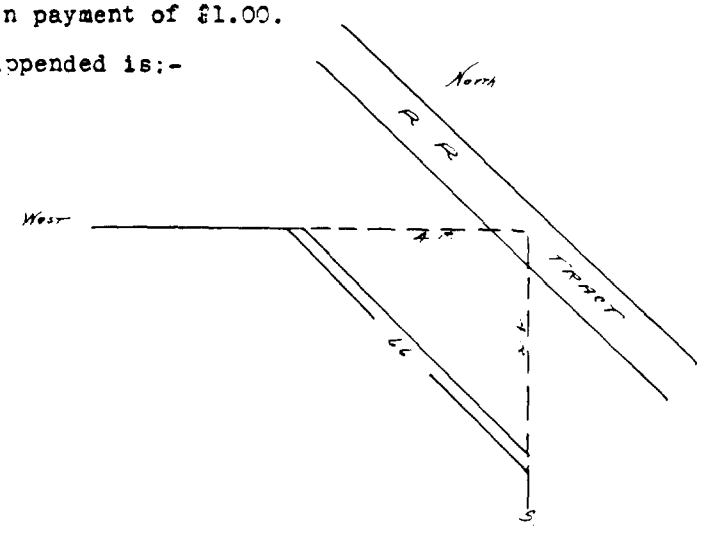
14.

Demises and leases land in Waukegan Lake County, Illinois, to-wit:- A tract of land situated in the North West fractional quarter of Section 22, Twp. 45 N., R. 12, E. of the 3rd P.M., described as follows: Commencing at a point 36 feet East of the West line of said Section 22 and 66 feet North of the East and West center line of said Section and runningthence East parallel to and 66 feet distant North from said East and West center line, a distance of 64 feet (to the South West corner of land now owned by said Dow); thence North

parallel to and 100 feet distant East from the West line of said Section, (along the West line of said land now owned by Dow) a distance of 364 feet; thence West 16 feet; thence South parallel to the West line of said Section, 36 feet; thence South Westerly parallel to and 22 feet distant East from the center line of the "main" track of the Railway Company as now located a distance of 334 feet to the place of beginning, for and during the term of 99 years from December 1, 1900.

15. NOTE:- Recorded April 4, 1901 as Doc. No. 81223 in Book 129 of Mortgages page 311 is a lease dated November 28, 1900 from William H. Dow to Elgin, Joliet and Eastern Railway Company demising and leasing premises in Waukegan, Lake County, Illinois, described as follows to-wit:- A triangular parcel of land situated in the North West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., described as follows: Commencing at the North East corner of a certain one acre tract of land conveyed to W. H. Dow, by C. H. Coster by Special Warranty Deed dated July 14, 1893, and recorded "11/18, 1893" in Book 72 - page 345 and running thence South along the East line of said one acre tract a distance of 46 feet; thence North Westerly by a straight line to a point in the North line of said one acre tract distant West 47 feet from the said North East corner; thence East along the North line of said one acre tract 47 feet to the place of beginning from December 1, 1900 for, during and until December 1, 1999 on payment of $1.00.

Appended is:-



NOTE:- No examination made for judgments against William H. Dow.

16.

In the Circuit Court of Lake County, Illinois.

16.	Chicago, Waukegan and North Shore Railway Company, vs Samuel Spencer, et al.	General No. 67. Petition filed April 12, 1898, to condemn the necessary property for right of way of said Railway Company over a portion of the North

West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., in Lake County, Illinois.

December 4, 1901. Cause stricken from docket. (Costs paid).

17.	Chicago, Waukegan and North Shore Railway Company, hereinafter called the Waukegan Company, with Elgin, Joliet and Eastern Railway Company, hereinafter called the Elgin Company. Doc. 72471.	Agreement. Dated October 3, 1898 and Recorded October 31, 1898, in Book 120 of Mortgages, page 120. Sets forth that the Waukegan Company has heretofore filed petitions for condemnations in the Circuit Court of Lake County, Illinois, to acquire property for railway purposes in which property the

Elgin Company is interested as owner or otherwise and that the taking of such property would be of great damage to the Elgin Company. Now therefore in consideration of the premises and of the mutual and respective promises and agreements herein made, said parties covenant and agree as follows:

(1) The Waukegan Company agrees to dismiss said condemnation proceeding and abandon the locations for a right of way set forth in said petition

(2) The Elgin Company agrees to sell and convey by Quit Claim Deed, together with a release from its oustanding railway mortgage, at any time between the date hereof and October 1, 1900 that said Waukegan Company may request & may pay therefor at the rate of $200.00 per acre, land located as follows: (with other property), a strip 100 feet wide adjoining the Easterly line of the Chicago and North Western right of way, as it adjoins the land now owned by the Elgin Company in the North West quarter of the South West quarter of Section 15, Tp. 45 N., R. 12, E. of the 3rd P.M., in Lake County, Illinois, together with the Westerly 30 feet of land now owned by said Elgin Company in the South West

quarter of the South West quarter of said Section 15 and in the North West quarter of the North West quarter of Section 22, in Twp. 45 N., R. 12, East of the 3rd P.M., together with the Westerly 30 feet of land now owned by the Elgin Company in the South West quarter of the North West quarter of said Section 22, excepting the South 250 feet of said last mentioned 30 feet and in said South 250 feet, a triangular piece of ground described substantially as follows: Beginning at the South East corner of the 30 foot strip last mentioned and running on a straight line to the West line of said Section 22, at a point 66 feet North of the East and West center line of said Section, excepting and reserving to the Elgin Company the right to construct and maintain one track across said strips and any tracks thereon in at least two places, or two tracks at one place, if it shall hereafter desire to do so for the purpose of reaching tracks of the Chicago and North Western Railway Company to afford freight facilities to land East thereof, now owned by the Elgin Company and in case such crossings are made, the expense of constructing, maintaining and operating the same shall be borne by said Waukegan Company.

(3) and (4) Said Elgin Company agrees to sell to the Waukegan Company, and permit said Waukegan Company to construct crossings over certain premises not now in question.

(5) It is covenanted and agreed that the Waukegan Company is to have the right to purchase within the time limited, at the rate stated, any portion of the land above agreed to be sold, and in case that actual conveyance of any of said land should be made to the Waukegan Company, and a railway be not so constructed within a reasonable time thereafter, the Waukegan Company agrees to re-convey to the Elgin Company.

"It witness whereof the parties hereto have signed, sealed and delivered "this agreement on the day and year first above written.

"(Chicago, Waukegan and North Shore Railway Company. Corporate Seal.)	Chicago, Waukegan and North Shore Railway Company. "By James H. Van Vlissingen, Presi "dent.
"(Elgin, Joliet and Eastern, Seal Railway Company.)	"Attest: John E. Colnon, Secretar Elgin, Joliet & Eastern Railway Company.

By [illegible], Gen. Mgr.

Approved. S. Spencer, President.

Attest: F. W. Raymond, Secretary. Assented to S. Spencer, Trustee."

	Elgin, Joliet and Eastern Railway Company, a corporation of Illinois, to Chicago, Waukegan and North Shore Railway Company, a corporation of Illinois. Doc. 85676.	Deed. Dated October 16, 1901, and Recorded April 10, 1902, in Book 130 of Deeds, page 395. Considn. $926.10. Remises, releases, aliens and conveys land in Lake County, Illinois, known and described as follows, to-wit:- (with other property), Third:
18.		

The Westerly 30 feet of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., except the South 250 feet thereof, also a triangular piece of ground described as follows: Commencing at a point on the West line of said Section 22, which is 66 feet North of the South West corner of the North West quarter thereof, running thence North along the West line of said Section 22, a distance of 184 feet; thence East 30 feet; thence South Westerly to an intersection with the said West line of said Section 22 at said point which is 66 feet North of the South West corner of the North West quarter thereof, said land contained in this paragraph marked Third, containing 1.507 acres. The grantor herein expressly excepts and reserves to itself, its succesors and assigns the right to construct and maintain one track across the lands in the paragraphs marked First, Second and Third hereof and any tracks thereon in at least two places or two tracks at one place, if it shall hereafter desire so to do for the purpose of reaching tracks of the Chicago and North Western Railway Company, to afford freight facilities to the land lying East of the said lands in the paragraphs marked First, Second and Third hereof, or to industries to be located thereon. In case such crossing or crossings are made, the expense of the construction, maintenance and operation of the same so that the same shall be safe and proper for the operation of trains, engines and cars over the same shall be borne by the grantee herein, its successors and assigns, x x x. This conveyance is made upon the express condition and said grantee herein expressly covenants and agrees that it will within a reasonable time

19.

after the date hereof construct and thereafter operate a railroad upon said lands and in default thereof all right, title and interest shall at the election of the grantor, immediately revert to it. In case however that the said grantor shall elect to have said lands revert to it, it covenants and agrees to refund to said grantee the sum of $926.10 paid to it upon the execution hereof. The said grantor does also remise, release, alien and convey unto said grantee, all the hereditaments and appurtenances unto the above described premises belonging or in any wise appertaining and the reversion and reversions, remainder or remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of said grantor, either in law or equity of, in and to said premises.

Grantor covenants against its own acts and to warrant and defend said premises against all persons claiming by, through or under it or under Charles H. Coster.

This indenture and the promises, conditions, agreements and covenants herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Signed and acknowledged by both said Companies.

Said Elgin, Joliet and Eastern Railway Company signs and acknowledges by A. F. Banks, President and F. D. Raymond, Secretary and attested under its corporate seal.

Said Chicago, Waukegan and North Shore Railway Company signs and acknowledges by James H. Van Vlissingen, President and Samuel M. Hamilton, Secretary and attested under its corporate seal.

Acknowledged October 22, 1901, by said officers of said Elgin, Joliet and Eastern Railway Company before Ruth C. Hurd, a Notary Public, in and for Cook County, Illinois, and on October 26, 1901 by said officers of said Chicago, Waukegan and North Shore Railway Company, before Luella Lattin, a Notary Public, in and for Cook County, Illinois.

NOTE:- Title of Chicago, Waukegan and North Shore Railway Company not followed out.

In the Circuit Court of Lake County, Illinois.

Chicago, Evanston and Northern Railway Company,	In Chancery.
vs	General No. 14[illegible].
Elgin, Joliet and Eastern Railway Company, Central Trust Company of New York and Augustus L. Mason, Trustees, William H. Dow, Jane Kirk, Samuel Kirk, Mary E. Kirk, Elizabeth M. Hauser and Allie Kirk, devisees under the Last Will of George Kirk, deceased, Michael Frank, Margaret Frank, Miles J. Nixon, John Gourley, William Wright, John W. Barwell, The Thomas Brass and Iron Works, H. E. McCartney, the Government of the United States, City of Waukegan, E. A. Laughlin, United States Sugar Refinery, "and unknown "owners of the property herein de- "scribed."	Petition filed December 23, 1908, to condemn the necessary property for the right of way of first party over the following described land in Lake County, Illinois, to-wit:- (with other property), 1: That portion of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., in Lake County, Illinois, included in the following described strip of ground: A strip of ground consisting of 25 feet in width on each side of the following line: Commencing at a point 250 feet North of the South West corner of the North West quarter of said Section 22; thence curving South Easterly

19.

on an eighth degree curve, a distance of 294 feet; thence South Easterly on a tangent to said curve 180 feet; thence curving to the right on a 5 degree curve, to a point on the North line of Madison Street 460 feet East of the center line of Sand Street; excluding from the piece of ground herein described as included in the strip of ground last aforesaid so much of any portion located therein of a triangular piece of ground described as follows:Commencing at a point on the West line of said Section 22, which is 66 feet North of the South West corner of the North West quarter thereof; running thence North along the West line of said Section 22, a distance of 184 feet; thence East 30 feet; thence South Westerly to an intersection with said West line of said Section 22, at the said point which is 66 feet North of the South West corner of the North West quarter thereof.

December 6, 1909 stricken from docket with leave to reinstate.

20. NOTE:- Recorded September 28, 1900, as Doc. No. 108667, in Book "O" o Incorporations, page 290, is a copy of an ordinance passed and approved by the City Council of the City of Waukegan, Lake Count Illinois, April 27, 1898, granting a right of way to the Elgin, Joliet and Eastern Railway Company, its successors and assigns, over certain premises not now in question, and in consideration thereof said Elgin, Joliet and Eastern Railway Company shall dedicate for street purposes a certain strip of land described as follows, to-wit:- Commencing at a point 33 feet West of the North West corner of Lot 4, Block 1, Sunderlin's Second Additio to the Town of Little Fort, (now City of Waukegan); thence Nort 66 feet; thence East and parallel with the North line of said Block 1 and the North line of said Block 1 extended, to a point on a line parallel to and 50 feet Westerly from the Westerly li of the aforesaid land now owned by the United States; thence Southerly along said Westerly parallel line to a point at which said Westerly parallel line would be intersected by the North line of said Block 1 extended Easterly; thence Westerly on a straight line to the place of beginning. Such dedication shall and may be subject to the right hereby reserved to the Railway Company, its successors and assigns, to construct and use at an time hereafter railway tracks across said dedicated strip. The acceptance of this Ordinance shall operate as a dedication of said strip for street purposes, subject to said reserved rig Appended is the acceptance by said Railway Company dated May 5, 1898.

21. NOTE:- Recorded May 28, 1898, as Doc. 71113, in Book "P" of Incorporati Records, page 28 is an ordinance passed by the City Council of the City of Waukegan, Lake County, Illinois, at a meeting held April 27, 1898. Approved April 27, 1898 in and by which it was ordained that all that strip of land 50 feet in width owned by the City of Waukegan and lying West of and adjoining the land conveyed by the City of Waukegan to the United States of Americ by Deed recorded in Book 71 of Deeds, page 619, be and the same is hereby dedicated to the public as a public street to be known and called "Harbor Place."

	Dighton Granger and Cornelia, his wife, to Ashbel V. Smith, of Waukegan, Illinois. Doc. 50605.	Quit Claim Deed. Dated May 20, 1892, and Recorded August 10, 1892, in Book 93 of Deeds, page 173. Considn. $425.00.
22.		Convey and quit claim all interest in the following described real

estate, to-wit:- Fractional North West Quarter Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., situated in Lake County, Illinois.

Homestead rights waived.

Acknowledged June 6, 1892, before S. W. King, a Justice of the Peace, in and for Lake County, Illinois.

	The American Mortar Company, a corporation of Indiana, to Warren Hussey, of Waukegan, Illinois. Doc. 54992.	Deed. Dated June 2, 1893, and Recorded June 10, 1893, in Book 101 of Deeds, page 544. Considn. $18,000.00.
23.		Grants, bargains, sells, remises, releases, conveys, aliens and con-

firms land situated in the City of Waukegan, Lake County, Illinois, to-wit:- A tract of land in fractional North West ¼ Section 22, Twp. 45 N. R. 12, East of the 3rd P.M., Lake County, Illinois, bounded and descrit as follows:- One the South by a line 1180 feet North of and parallel wi the South boundary line of said quarter Section on the North by a line 1580 feet North of and parallel with the South boundary line of said quarter Section on the West by a line 890 feet East of and parallel wit the West line of said quarter Section and extending to the shore of Lak Michigan, being about 5 acres.

This Deed is executed pursuant to the authority given by the Board of Directors of said Company.

Signed and acknowledged by said Company by Evans Woollen, President, and Hewitt H. Howland, Secretary and attested under its corporate se

Acknowledged June 2, 1893, before Charles W. Moores, a Notary Public, in and for Marion County, Indiana.

In the County Court of Lake County, Illinois.

Waukegan and South Western Railway Company, vs Catharine H. Tilford.	October 19, 1893, (County Court Record "E" page 243). On this day comes the petitioner herein by its Attorney and on their motion it is ordered that the petition herein be and it is hereby dismissed.

24.

Twenty (20) sheets

We have examined our indexes to, and the records of Lake County, Illinois and find:

No conveyances of the premises described in the caption hereto, executed by any of the parties named herein as grantor or grantee, shown thereby to have been recorded in the Recorder's office of said county since August 30, 1890, except as noted on the nineteen (19) preceding sheets.

No judgments in any court of record in said county rendered against Charles H. Coster, Trustee, since August 30, 1890 and prior to July 19, 1893, Washburn and Moen Manufacturing Company, prior to June 9, 1899, The American Steel and Wire Company, prior to January 3, 1903, and none against Elgin, Joliet and Eastern Railway Company at any time which we consider liens on said premises.

No tax sales or forfeitures of said premises appearing on record as had since August 30, 1890, not marked canceled, redeemed or paid.

No special assessments thereon confirmed at any time which now stand confirmed and in force and unpaid of record.

Waukegan, Ills., March 28, 1912.

LAKE COUNTY TITLE & TRUST CO.,

By Alvah L. Rogers,

Sec'y.

A true copy of the Original Abstract,

LAKE COUNTY TITLE & TRUST CO.,

By Alvah L. Rogers

Sec'y.

ABSTRACT OF TITLE

22-45-12

LAKE COUNTY, ILLINOIS

FOR

Lake County Title and Trust Company

Abstracts of Title.
Titles Guaranteed.

220 WASHINGTON STREET

WAUKEGAN

ILLINOIS

F. S. RICKCORDS
PRESIDENT

WM. R. FOLSOM
VICE-PRESIDENT

ALVAH L. ROGERS
SECRETARY AND TREASURER

Abstract of Title

to

The North West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., in Lake County, Illinois, (excepting therefrom the North 417.8 feet of the South 483.8 feet of the East 200 feet of the West 300 feet thereof and except that part thereof conveyed to City of Waukegan by Deed dated August 12, 1880 and recorded August 14, 1880, as Doc. 23185 in Bk 69 of Deeds, page 323).

Last examination made by us, dated March 28, 1912.

Lindley M. Garrison, Secretary of War, United States of America, to The City of Waukegan, Illinois. Doc. 155072.	Quit Claim Deed. Dated August 17, 1914, and Recorded September 3, 1914, in Book 200 of Deeds, page 634.

1. Sets forth that by Section 5 of the Act of Congress approved June 13, 1902, (32 Statute 373), entitled, "An Act making appropriations for the construction, repair and preservation of public works on rivers and harbors and for other purposes," it is provided "inter alia" that "When any land or other property which has been heretofore or may be hereafter purchased or acquired for the improvement of rivers and harbors is no longer needed, or is no longer servicable, it may be sold in such manner as the Secretary of War may direct; and that The City of Waukegan, Illinois, by the Mayor of said City has requested the United States Government to transfer to said City the title to lands in said City of Waukegan and particularly described as: Beginning at a point on the center line of Madison Street at a distance of 1439 feet East of the intersection of said center line with the West side of State Street; thence South 3 degrees 55 minutes West, 41.63 feet to the South line of Madison Street; thence North 86 degrees 12 minutes East 283.87 feet along the South line of Madison Street extended to the established harbor line; thence North 3 degrees 48 minutes West 972 feet along the established

harbor line to the Northerly boundary of United States property; thence due West 55 feet to the North West corner of United States property; thence South 11 degrees 10 minutes West 760 feet; thence South 3 degrees 55 minutes West, 202 feet to the point of beginning, containing 4.06 acres, all azimuths are ferred to the magnetic meridian of 1880 the magnetic bearing of the center line of Madison Street in City of Waukegan, being assumed as South 86 degrees 12 minutes West," and that it appears that the lands described are no longer needed by the United States and that the City of Waukegan by resolution of the City Council of said City adopted April 7, 1913, has agreed that if the United States Government shall transfer to said City the lands hereinbefore described that it will set aside for a public wharf a portion of said lands and will forever hold the title to the same and maintain thereon a suitable publi wharf which shall always be open to the public on like terms for like service said portion or tract to be so set aside being described in said resolution as follows: "Beginning at the intersection of the South line of Clayton Street extended and the harbor line on the West side of the harbor basin; thence Northerly along said harbor line 250 feet; thence Westerly and parallel to the said South line of Clayton Street to the Westerly line of United States property; thence Southerly along said Westerly line of United States property to the South line of Clayton Street; thence Easterly along said South line of Clayton Street to the point of beginning." And that the City of Waukegan, Illinois, has agreed by said resolution that the United States shall have the right to maintain a suitable riprap slope along the harbor front of said City South of the Southerly end of the existing dock revetement, which end is about 100 feet South from the South line of Clayton Street and that no revetement shall be built to the Southward of the existing revetement and that the United States shall forever have a free and unobstructed right of way along Madison Street in front of the property belonging to the United States and situated South of the South line of Madison Street aforesaid.

Now therefore, in consideration of the premises and $1.00 first party remises, releases and quit claims to second party all the right and titl of the United States of America in, to and to the lands first above described, subject to the agreements contained in the resolution hereinbefore referred to of the City Council of said City adopted April 7,

1913.

Subject to the stipulations contained in this Deed to said City of Waukegan, Illinois, its successors and assigns forever.

Signed by first party under the seal of the War Office.

Acknowledged August 17, 1914, before Jno. B. Randolph, Notary Public, District of Columbia, whose commission expires November 25, 1915.

Chicago, Waukegan and North Shore Railway Company, to City of Waukegan. Doc. 160704.	Quit Claim Deed. Dated June 28, 1915, and Recorded August 30, 1915, in Book 204 of Deeds, page 599.

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Sets forth that first party is the owner of a right of way extending in a general Northerly and Southerly direction thereunder the City of Waukegan, Lake County, Illinois and that the said City of Waukegan seeks to acquire for highway purposes a portion of said right of way; that the said Company offers to meet the needs of said City by conveying said premises so desired to said City of Waukegan by a Quit Claim Deed in consideration of its being permitted to reserve as a condition of said grant the free enjoyment of a perpetual easement for railway purposes over a portion of said premises; and that the needs of both the City and said Company will be met by such a conveyance on the part of said Company and the acceptance thereof and of such condition on the part of the City.

Now therefore, first party in consideration of the easement hereinafter described, which as a condition of this grant, it so be forever freely enjoyed by said Company, its successors and assigns in the manner hereinafter described, hereby releases, relinquishes, assigns and quit claims to said City, its successors and assigns all of the following described premises lying and being in said City, to-wit:- Commencing at a point 154.7 feet more or less, East of and 965.7 feet North of the South West corner of the South West quarter of fractional Section 15, Twp. 45 N., R. 12, East of the 3rd P.M., said point being at the South West corner of a tract of land owned by the North Shore Gas Company; thence West 50.3 feet to a point; thence Northerly along a line parallel to and 50 feet West of the West line of the said land of the North Shore Gas Company 690.8 feet to a point; thence North Easterly 160 feet to the

North West corner of said land owned by the North Shore Gas Company aforesaid; thence Southerly along the West line of said North Shore Gas Company's lands 840.8 feet to the place of beginning. Also all that part of the North West fractional quarter of Section 22, Township and Range aforesaid bounded and described as: Commencing on the West line of said fractional quarter at a point 1250 feet North of the South line of said fractional quarter Section; running thence North along said Section line, 422.05 feet to a point; thence North Easterly 253.23 feet to a point which point is 30 feet East of the West line of said quarter Section; thence South on a line 30 feet from and parallel to the West line of said quarter Section 425 feet to a point; thence South Westerly 255 feet to the place of beginning. Providing always and this grant is made upon the condition that said Company, its successors and assigns shall have and enjoy the exclusive easement for right of way purposes for the construction, maintenance and operation of an electric interurban railway for the carriage of passengers and freight over, across, along and upon the lands herein conveyed for highway purposes. And in the event that the said City of Waukegan or any succeeding municipal corporation shall at any time interfere with the free enjoyment by said Company its successors and assigns of the premises as hereinbefore described for railway purposes or shall assess or charge said premises or any portion of the present right of way of the Chicago, Waukegan and North Shore Railway lying within the City limits of the City of Waukegan, between the South line of the North West quarter of Section 22, Twp. 45 N., R. 12, East - and the Northern limits of the City of Waukegan as now located, (until such time as said right of way shall be sold or transferred to some person or corporation other than a Railway corporation or shall be platted or held and used for purposes other than a Rail Road right of way), with any amount or sum for Street or other improvements because of work done or improvement made upon any highway which may have been or be hereafter laid out adjacent to the said right of way of the Chicago, Waukegan and North Shore Railway Company or shall dispute or deny the right of said Company, its successors or assigns, to freely enjoy said easement in the manner above described or shall institute any proceeding to impose any additional or further restriction upon the enjoyment of said easement or to acquire the same or any part thereof or

shall in any respect suffer the above conditions to be broken, then and in that event all of the above described premises hereby conveyed to said City shall revert back and shall be and become the absolute property of said Company its successors and assigns.

Signed and acknowledged by first party by Frank R. Gorver, Vice President and Benjamin F. March, Assistant Secretary, under its corporate seal. Acknowledged June 28, 1915, before Chas. C. Bombaugh, Notary Public, Cook County, Illinois.

Dwight F. Davis, Secretary of War, United States of America, to The City of Waukegan, Illinois. Doc. 280414.	Quit Claim Deed. Dated May 28, 1926, and Recorded June 9, 1926, in Book 275 of Deeds, page 626.

3. Sets forth that by Section 5 of the Act of Congress approved June 13, 1902, (32 Statute 373), entitled "An act making appropriations for the construction, repair and preservation of public works on rivers and harbors and for other purposes" it is provided "inter alia" that "when any land or other property which has been heretofore or may be hereafter purchased or acquired for the improvement of rivers or harbors is no longer needed, or is no longer serviceable, it may be sold in such manner as the Secretary of War may direct." And that the City of Waukegan, Illinois, has requested the United States Government to quit claim to the said City all its right, title and interest in lands in the said City of Waukegan, described as follows: That part of fractional Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., described as: Beginning at a point 181.5 feet North of the half Section line of said Section 22 and 1231.5 feet, more or less, East of the West line of said Section 22; thence due South to the North East side of the North pier forming the North side of the harbor entrance; thence South Easterly and Easterly along the North side of said pier to the shore of Lake Michigan; thence Northerly along the shore of Lake Michigan, 760 feet, more or less, to a point 181.5 feet North of the half Section line of said Section 22; thence due West to the place of beginning. And that the above describe premises were formed in part as accretions to land formerly owned by the United States and conveyed by the United States to the City of

Waukegan by Deed dated August 17, 1914 which Deed was recorded September 3, 1914 as Doc. 155072 in Book 200 of Deeds, page 634; and that it appears that the lands described are not needed by the United States andthat the City of Waukegan, Illinois, by resolution of the City Council of the said City, adopted May 20, 1926, has agreed that if the United States Government will quit claim to the said City all its right, title and interest in the lands hereinbefore described that it will obtain from the State of Illinois, a conveyance to the United States of all the right, title and interest which the State of Illinois may have in the following described property; that part of fractional Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., described as: Beginning at a point 181.5 feet North of the half Section line of said Section 22 and 1131.5 feet, more or less, East of the West line of said Section 22, which point is on the Westerly line of the pier or dock forming the East side of Waukegan Harbor; thence due East 100 feet; thence due South 375 feet more or less to the South West face of pier or dock; thence North approximately 42 degrees West 146 feet, more or less, along the face of said dock to its junction with North and South dock; thence North 262 feet, more or less, along face of said dock to the point of beginning and that the City of Waukegan, Illinois, has agreed by said resolution that the United States Government shall have such right of way along and across the land adjacent to the Government North pier of the said City, as may be required by the Government for the convenient maintenance, repair or extension of said pier.

Now therefore, in consideration of the premises and $1000.00 first party, for and on behalf of the United States of America, remises, releases and forever quit claims to second party all the right, title and interest of the United States in and to lands first above described, subject to the conditions hereinbefore mentioned and contained in the resolution hereinbefore referred to, of the City Council of the said City, adopted May 20, 1926. Subject to the stipulations contained in this Deed to said City of Waukegan, Illinois, its successors and assigns forever.

Signed by first party under seal of War Office.

Acknowledged May 28, 1926, before Jno. B. Randolph, Notary Public, District of Columbia, whose commission expires October 3, 1930.

SPECIAL ASSESSMENT

4. Special Assessment, (Warrant No. 605), Waukegan, for grading and paving Dugan Street and other streets levied on that part of the North West fractional quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P.M., described as: Commencing 36 feet East and 66 feet North of the South West corner of said quarter Section; thence East 264 feet; thence North 417.8 feet; thence West 200 feet; thence South 53.8 feet; thence West 16 feet; thence South 36 feet; thence South Westerly to place of beginning, in Lake County, Illinois, confirmed May 15, 1923, for $1397.60, payable in 10 annual installments, the first three installments of which have been paid.

We have made no examination for suits filed in the District Court of the United States for the Eastern Division of the Northern District of Illinois, or proceedings in Bankruptcy in said Court.

We have examined our indexes to, and the records of Lake County, Illinoi and find:

No conveyances of the premises described in the caption hereto, shown thereby to have been recorded in the Recorder's office of said county since March 28, 1912, except as noted on the seven (7) preceding sheets.

No judgments in any court of record in said County rendered against Elgin, Joliet and Eastern Railway Company since March 28, 1912, which we consider liens on said premises.

No tax sales or forfeitures of said premises appearing on record as had since March 28, 1912, not marked canceled, redeemed or paid.

No special assessments thereon confirmed since March 28, 1912, which now stand confirmed and in force and unpaid of record, except as noted.

Waukegan, Ills., December 9, 1926.

LAKE COUNTY TITLE & TRUST CO.,

By Alvah L. Rogers,

Sec'y.

Eight (8) sheets

A true copy of the Original Abstract,

LAKE COUNTY TITLE & TRUST CO.,

By Alvah L Rogers

Sec'y.

LAKE COUNTY, ILLINOIS

FOR

Lake County Title and Trust Company

Abstracts of Title.
Titles Guaranteed.

220 WASHINGTON STREET

WAUKEGAN

ILLINOIS

F. S. RICKCORDS
PRESIDENT

WM. R. FOLSOM
VICE-PRESIDENT

ALVAH L. ROGERS
SECRETARY AND TREASURER

Abstract of Title

to

That part of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., in Lake County, Illinois, described as: Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., in Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterl angle of 75 degrees 12 minutes and 10 seconds with last described course, extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees one minute and 15 seconds with last described course extended East, 417.44 feet to the point of beginning; thence East paralle to and 543.06 feet from, measured at right angles, the said center line of Section 22 and making a South Easterly angle of 119 degrees 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet, North of measured at right angles, the South line of the property hereby described being the said first course, (this course along said shore line to be known as the Second course), said shore line being approximately as follows; running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 1 seconds with last
1. described course extended Northerly 675.5 feet to a point; thence

containing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees, 52 minutes and 45 seconds with last described course extended Northerly 573.67 feet to a point (end of descri tion of shore line); thence West 1250.39 feet to a point (this course to be known as the third course); the last described course also being parallel to and 1420 feet North of measured at right angles, the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last describ course (being the said third course), 1430.2 feet to a point (this course to be known as the fourth course); thence continuing South Westerly and making angle of 19 degrees, 27 minutes and 9 seconds with last described course, extended Southerly (being the fourth course), 16.03 feet to the point of beginning, (this course to be known as the fifth course).

Last examination made by us, dated December 9, 1926.

1.	Certificate, by George Overocker, Third Deputy Superintendent of Banks of the State of New York. Doc. 180667.	Dated July 9, 1918, and Recorded November 25, 1918, in Book "3" of Incorporations, page 4 Said George Overocker certifies th pursuance to the provisions of Section 489 of the Banking Laws of the State of New York, an agreement date

March 1, 1918, made and entered into between the Board of Trustees of Central Trust Company of New York and the Board of Trustees of the Union Trust Company of New York, for the merger of the Union Trust Company of New York into the Central Trust Company of New York, under the name of "Central Union Trust Company of New York", together with a sworn copy of the proceedings of a special meeting of the Board of Trustees of the Central Trust Company of New York and a sworn copy of the proceedings of a special meeting of the Board of Trustees of the Union Trust Company of New York, were approved by the Superintendent of Banks of the State of New York on March 7, 1918; that pursuant to the provisions of Section 492 of the Banking Laws of the State of New York, said merger agreement with the approval of the Superintendent of Banks attached, together with a sworn copy of the proceedings of a special meeting of the Board of

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Trustees of the Central Trust Company of New York, with the approval of the Superintendent of Banks attached, a sworn copy of the proceedings of a special meeting of the Board of Trustees of the Union Trust Company, of New York with the approval of the Superintendent of Banks attached, a sworn copy of the proceedings of a special meeting of the stockholders of the Central Trust Company of New York, held on April 11, 1918, and a sworn copy of the proceedings of a special meeting of the stockholders of the Union Trust Company of New York, held on April 11, 1918, were duly filed in the office of the Superintendent of Banks of the State of New York on June 18, 1918. The merger of the Union Trust Company of New York with the Central Trust Company, of New York, under the name Central Union Trust Company of New York, has been recognized by this department as complete and effective since said June 18, 1918.

Central Union Trust Company of New York, formerly Central Trust Company of New York, a corporation of New York and Augustus L. Mason, Successor in Trust, to John M. Butler, deceased, as Trustees, to Elgin, Joliet and Eastern Railway Company, a corporation of Illinois and Indiana, its Successors and assigns. Doc. 295715.	Release Deed. Dated March 5, 1927, and Recorded March 16, 1927, in Book 404 of Mortgages, page 594. Considn. $1.00 etc. Convey all interest acquired by a Trust Deed or Mortgage, dated April 1, 1891, and recorded May 28, 1891, in Book 61 of Mortgages, page 511, in and to the following described real estate in Lake County, Illinois to-wit: Commencing at the South West corner of the North West quart of Section 22, Twp. 45 N., R. 12,

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East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from measured at right angles the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of

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75 degrees, 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees, one minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to and 543.06 feet from, measured at right angles the said center line of Section 22 and making a South Easterly angle of 119 degrees, 58 minutes and 45 seconds with last described course, 1389.49 feet more or less to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby conveyed being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows; running Northerly and making a North Westerly angle of 88 degree and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees, 59 minutes and 15 seconds with last described course, extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees and 52 minutes and 45 seconds with last described course extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course), the last described course also being parallel to and 1420 feet North of measured at right angles to the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees, 31 minutes and 36 seconds with last described course, being the said third course), 1430.2 feet to a point (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees, 27 minutes and 9 seconds with last described course extended Southerly (being the fourth course) 16.03 feet to the point of beginning, (this course to be known as the fifth course), said tract containing 42.24 acres, more or less, together with all accretions thereto and the riparian rights appurtenant thereto. The Elgin, Joliet and Eastern Railway Company, grantor, in said Trust Deed or Mortgage has made written request to said trustees to release the

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above described premises of the above described Trust Deed or Mortgage and it appears to the satisfaction of said Trustees that the above described real estate it not, and in the judgment and discretion of said Trustees the same will not be necessary for use in connection with the Railway owned and operated by said Elgin, Joliet and Eastern Railway Company.

The cash proceeds arising from the sale of said real estate shall be paid to the said Trustees to be invested by the Elgin, Joliet and Eastern Railway Company in real estate or other permanent property or equipment.

Signed and acknowledged by said Company by T. Wolfe, Assistant Vice President and J. T. Harrigan, Assistant Secretary, under its corporate seal.

Also signed and acknowledged by Augustus L. Mason.

Acknowledged March 5, 1927, by said Company as aforesaid before T. J. Haugh, Notary Public, New York County, New York, which seal is recorded in Queens County, New York, and whose commission expires February 30, 1927.

Acknowledged March 8, 1927, by Augustus L. Mason, before Nina East Fuller, Notary Public, Marion County, Indiana, whose commission expires February 2, 1931.

Elgin, Joliet and Eastern Railway Company, a corporation of Indiana and Illinois, to William A. Baehr, of Glencoe, Illinois. Doc. 295717.	Deed. Dated March 14, 1927, and Recorded March 16, 1927, in Book 262 of Deeds, page 610. Considn. $10.00 and other good and valuable consideration. Bargains, sells and conveys the following described real estate,

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in Lake County, Illinois, to-wit: Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street, 66 feet from measured at right angles the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of

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said Section 22, 585.37 feet to a point in the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course, extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees, one minute and 15 seconds with last described course extended East, 417.44 feet to the point of beginning; thence East parallel to and 543.06 feet from, measured at right angles the said center line of Secti 22 and making a South Easterly angle of 119 degrees 58 minutes and 45 seconds with last described course 1389.49 feet, more or less to a point on the shore line of Lake Michigan, (this course to be known as the firs course), thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby conveyed being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows: running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees, 59 minutes and 15 seconds with last described course, extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees and 52 minutes and 45 seconds with last described course, extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point, (this course to be known as the third course); the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerl making a South Easterly angle of 100 degrees, 31 minutes and 35 seconds w last described course (being the said third course); 1430.2 feet to a poi (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees, 27 minutes an 5 seconds with last described course, extended Southerly (being the fourth course), 16.03 feet to the point of beginning, (this course to b known as the fifth course), said tract containing 42.24 acres, more or

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les, together with all accretions thereto and the riparian rights appurtenant thereto, but exclusive of the railroad tracks of the grantor now upon said premises, the title to which is reserved as to the materials thereof.

Subject to the taxes of 1927 and subsequent years; to zoning and building ordinances; to the existing channel across said premises; and to all of the terms and conditions and agreements hereinafter set forth, to-wit:

1. An agreement in writing to the grantee, dated January 14, 1927, to sell to the City of Waukegan at any time within 5 years from said January 14, 1927, a strip 100 feet wide along the shore line of Lake Michigan of the property hereby conveyed as said shore line shall at the time of said conveyance exist, including the riparian rights appurtenant thereto at and for the price of $3500.00 per acre and upon the further terms and conditions contained in said agreement which is an agreement between thi grantor, the grantee herein, the Johnson Motor Company and the City of Waukegan.

2. The grantee hereby covenants and agrees that he will at all times maintain that part of the channel lying within the premises hereby convey as it now exists and will on demand of the grantor extend said channel Northerly upon the Westerly side of the premises hereby conveyed of the same width as the present channel upon the Southerly portion of the property hereby conveyed providing that the owner of the land lying West thereof should extend his portion of said channel upon his lands as hereinafter provided and the grantee will at all times maintain the portion of the said channel that is upon his land to a depth sufficient for all lakegoing vessels desiring to use said channel and will at all times maintain a dock or retaining wall along the Easterly side of said channe upon the premises hereby conveyed in proper condition to prevent materia from sliding into said channel and he will at all times permit the use of the portion of the channel that lies within the premises hereby conve ed without interference or obstruction for the carrying on of traffice between Waukegan Harbor and other lands now owned by the grantor and if the grantee after 60 days notice so to do shall fail to keep and maintai said channel and said retaining wall and dock as herein provided then t grantor may do such work and the grantee shall forthwith upon demand be liable to pay to the grantor the cost thereof.

7. 3. The grantor hereby covenants and agrees that if it demands the

extension of said channel by the grantee as in the previous paragraph provided then it will at the same time extend said channel of an equal width upon its lands lying Westerly of and adjacent to such part of said channel to be extended by the grantee and that it will maintain that part of said channel now existing and to be constructed as aforesaid lying Westerly of the Westerly line of the premises hereby conveyed to a depth sufficient for all lakegoing vessels desiring to use such channel and will maintain a dock or retaining wall along the West side of such channel in proper condition to prevent materials from sliding into said channel and that if the grantor shall sell any part of the property lying Westerly of and adjacent to the property hereby conveyed it will obligate the purchaser to agree to do and perform the things which the grantor has in this paragraph agreed to do and perform and thereupon the grantor shall be excused from its said obligation in so far as they pertain to the portion so sold.

4. The grantor covenants and agrees that it will permit, until changes as hereinafter described, the passage of persons, autombiles, trucks and teams over the temporary roadway now existing over its property between Sand Street, Waukegan and the premises hereby conveyed for the use of grantor and grantee herein and the owner or owners of the premises lying South of the premises hereby conveyed and North of the Waukegan Harbor and the grantee covenants and agrees that it will permit until changes as hereinafter described the passage of persons, autos, trucks and teams over the temporary roadway existing over the premises hereby conveyed to the property lying South thereof, for the benefit and use of the owners thereof and the grantor and grantee herein.

5. If the grantor or grantee herein or the owner of any portion of the property lying South of the premises hereby conveyed and North of the Waukegan Harbor shall demand of the others of said owners a change in the location of the roadway described in the preceding paragraph, then in default of agreement or otherwise between said parties a roadway 50 feet wide shall be located across the property hereby conveyed substantially parallel to the shore of Lake Michigan as it then exists with the Wester line thereof 100 feet from such shore line. Grantee herein shall have t right to change the location of said last described roadway across the property hereby conveyed, provided that such roadway when so changed sha connect with the roadway across the property lying South of same and wit

the roadway across the property lying North of same and providing that such roadway as so changed shall be a reasonable and convenient roadway for the passage of persons, autos, trucks and teams to and from the property lying South of the premises hereby conveyed and the property lying North of the same and the grantee shall at all times permit the passage of persons, autos, trucks and teams over the said roadway. The grantor will at all times set aside a roadway across its property whic shall connect the public streets of Waukegan with said temporary roadway or such relocated roadway across the property hereby conveyed provided that the Westerly line of such relocated roadway at the Northerly line of the premises hereby conveyed shall be approximately 100 feet from the sho line of Lake Michigan, when relocated or with an extension of such tempor ary or such relocated roadway, except that if the grantor shall hereafter sell the property North of the premises hereby conveyed and in the Deed of conveyance to the puchaser shall obligate the grantee therein to set aside a roadway across the premises thereby conveyed as herein provided, then the grantor shall be relieved of its obligation as to such roadway in so far as the premises so sold is concerned. It is understood and agreed that the present temporary and relocated roadways across the property of the grantor and the premises hereby conveyed are not and shal not be public streets, but merely private roadways and it is provided that whenever the City of Waukegan shall purchase and open the strip of land across the property of the grantor and the premises hereby conveyed, extending from the property of the City of Waukegan on the South to the property of the North Shore Sanitary District on the North as provided in the said written agreement of January 14, 1927, hereinbefore described then the said roadway to be provided by the City of Waukegan on said 100 foot strip shall be in lieu of the roadways described and provided for herein and the obligation of the parties hereto in regard to the roadways described and provided for herein shall then terminate.

6. Grantor covenants and agrees that it will temporarily serve grantee over its temporary Railway tracks now extending from its main tracks and yard to the premises hereby conveyed. If grantor should sell any of the land immediately North of the premises hereby conveyed it agrees to ente into a contract with the purchaser of the said tract at the time of the same in and by which said purchaser will agree that said purchaser will permit the maintenance of the said temporary track in its present

location over the premises so purchased for the use and benefit of grantor and grantee herein and of the owners of the property lying South of the premises hereby conveyed and North of the Waukegan Harbor, except as hereinafter provided. Grantee herein covenants and agrees for the use and benefit of the owners of the property lying immediately South of the premises hereby conveyed and North of the Waukegan Harbor as well as of the grantor and grantee herein that he will permit the maintenance of said temporary tracks in their present location over the premises hereby conveyed, except as hereinafter provided.

7. If grantor or grantee herein or the owner of any portion of the property lying South of the premises hereby conveyed and North of the Waukegan Harbor should demand of the others of the said owners a change in the location of the said Rail Road track then in default of an agreemen otherwise between said parties grantor shall change the location of said track to a strip 25 feet in width running substantially parallel to the shore of Lake Michigan as it then exists and with the Westerly line thereof 125 feet West of said shore line. Grantor hereby reserves and grantee covenants and agrees that grantor shall in such case have the right and easement to construct, maintain and operate the Rail Road tracks along and upon said 25 foot strip and grantee further covenants and agrees that he will never permit any material, structure or obstruction of any kind to be deposited or erected upon said 25 foot strip. If grantor shall at any time sell the property lying immediately North of the premises hereby conveyed then at the time of making such sale it will obligate the purchaser in case the parties in interest are unable to agree on the change in location of the temporary track as above descri ed to permit the location of Rail Road tracks across the property so sold on a strip which will join the 25 foot strip last above described and in the deed of conveyance the grantor will reserve the right and easement to construct, maintain and operate the Rail Road track across such property so sold to a junction with the track across the premises hereby conveyed. The track to be constructed across the premises hereby conveyed and all the rails, ties and other materials entering into the construction thereof shall at all times remain and by the property of grantor and grantee shall maintain said track and shall be entitled to the exclusive use of the same to serve the grantee and the owners of the property lying South of same and North of the Waukegan Harbor.

8. The grantor hereby grants and conveys to the grantee herein the righ and easement to construct and maintian a gas main within the 100 foot st: lying North of the premises hereby conveyed which City of Waukegan has the right to purchase under agreement of January 14, 1927, above describe provided that if said City purchase said strip and request the removal of said gas main from said strip then grantee will remove said gas main or cause said gas main to be removed immediately upon demand.

9. It is covenanted and agreed by the parties hereto that all of the terms and conditions and agreement herein set forth shall inure to the benefit of and be binding upon parties hereto and their respective heirs, executors, and administrators, successors and assigns and that said covenants and agreements shall attach to and run with the land and that it shall be lawful not only for the grantor, its successors and assigns but also for the owner or owners of any portion of the land now owned by the grantor in the vicinity of the premises hereby conveyed which shall in any way be affected by breach of the foregoing covenants and agreements to institute and prosecute any proceeding by law or in equity against the person or persons, corporation or corporations violating or threatening to violate the said covenants or agreement or any of them and the said covenants and agreements may be proceeded upon against the said grantee, his heirs, executors, administrators or assigns for specific execution thereof and that any failure on the part of the grantc its sucessors or assigns or on the part of the owner of any of said porti of said real estate now owned by the grantor to assert any right as herein provided shall not be deemed a waiver thereof but it or they may at any time assert the same.

Signed and acknowledged by all said parties.

Signed and acknowledged by first party by S. M. Rogers, Vice President and F. L. Koontz, Secretary under its corporate seal.

Acknowledged March 14, 1927, by first party before W. P. Braker, Notary Public, Cook County, Illinois.

Acknowledged March 14, 1927, by second party, before Nicholas F. Relewitz, Notary Public, Cook County, Illinois.

William A. Baehr and Mabel S., his wife, of Glencoe, Illinois,	Warranty Deed.
4. to	Dated March 14, 1927, and Recorded March 16, 1927, in Book 262 of Deeds, page 608.
North Shore Coke and Chemical Company, a Delaware Corporation having its principal office in Chicago, Illinois.	Considn. $10.00 and other good and valuable considerations. Convey and warrant the following described real estate, in Waukegan, Lake County, Illinois, to-wit:
Doc. 295716.	

Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East, 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees, one minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to and 543.06 feet from, measured at right angles the said center line of Section 22 and making a South Easterly angle of 119 degrees, 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of measured at right angles the South line of the property hereby conveyed, being the said first course (this course along said shore line to be known as the second course), said shore line being approximately as follows; running Northerly and making a North Westerly
12. angle of 88 degrees and 55 minutes with said first course 179.16 feet

to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees, 59 minutes and 15 seconds with last described course, extended Northerly 675.5 feet to a point; then continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees and 52 minutes and 45 seconds with last described course, extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course); the last described course also being parallel to and 1420 feet North of measured at right angles the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course being the said third course, 1430.2 feet to a point (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees 27 minutes and 9 seconds with last described course extended Southerly (being the fourth course), 16.03 feet to the point of beginning, (this course to be known as the fifth course), said tract containing 42.24 acres, more or less, together with all accretions thereto and the riparian rights appurtenant thereto, but exclusive of the railroad tracks of the Elgin, Joliet and Eastern Railway Company, now upon said premises as to the materials thereof. Subject to general taxes for the year 1927, to zoning and building ordinances, to the existing channel across said premises and to all terms, conditions and covenants contained in the deed of even date herewith of said premises from Elgin, Joliet and Eastern Railway Company to the grantor herein, William A. Baehr, the obligations of which the grantee herein hereby assumes.

Homestead rights waived.

Acknowledged March 14, 1927, before Alfred C. Winters, Notary Public, Cook County, Illinois.

North Shore Coke and Chemical Company, a corporation of Delaware, to Central Trust Company of Illinois, a corporation of Illinois. Doc. 296986.	Trust Indenture. Dated March 1, 1927, and Recorded April 8, 1927, in Book 408 of Mortgages, page 56. To secure its bonds of even date herewith, (amount of bonds not stated), payable to the order of bearer, due March 1, 1947, with

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interest at 6 per cent per annum, payable on the first of March and September in each year, evidenced by interest coupons of even date herewith. All bonds to be payable in gold coin of the United States of America of the present standard of weight and fineness existing as of March 1, 1927, at office of second party in Chicago, or at option of bearer at principal office of The National City Bank of New York, New York City, New York.

Conveys real estate in Waukegan, Lake County, Illinois, to-wit: Commenci at the South West corner of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last describ ed course extended East, 119.43 feet to a point; thence East parallel to and 181.47 feet from measured at right angles the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees, one minute and 15 seconds with last descri ed course extended East 417.44 feet to the point of beginning; thence East parallel to and 543.06 feet from, measured at right angles the said center line of Section 22 and making a South Easterly angle of 119 degr 58 minutes and 45 seconds with last described course, 1389.49 feet, mor or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly with and along sai

14.

shore line to an intersection with a line running parallel with and 142 feet North of measured at right angles the South line of the property hereby conveyed, being the said first course (this course along said shore line to be known as the second course),said shore line being approximately as follows; running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees, 59 minutes and 15 seconds with last described course, extended Northerly 675.5 feet to a point;the continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees and 52 minutes and 45 seconds with last described course, extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course);the last described course also being parallel to and 1420 feet North of measured at right angles the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees, 31 minutes and 36 seconds with last described course being the said third course, 1430.2 feet to a poir (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees 27 minutes and 9 seconds with last described course extended Southerly, (being the fourth course), 16.03 feet to the point of beginning (this course to be known as the fifth course), said tract containing 42.24 acres, more or less,together with all accretions thereto and the riparian rights appurtenant thereto, but exclusive of the Rail Road tracks of the Elgin Joliet and Eastern Railway Company, now upon said premises, as to the materials thereof.

Subject to the zoning and building ordinances, the existing channel across said premises and to all terms, conditions and covenants contained in Deed of Elgin, Joliet and Eastern Railway Company, dated February 14, 1927, (recorded March 16, 1927, in Book 262 of Deeds, page 610, as Doc. 295717), conveying said premises to William A. Baehr, the obligati whereof the Company assumed as grantee in a Deed of said William A. Bae and Mabel S. Baehr, his wife, dated February 14, 1927 and recorded March 16, 1927, in Book 262 of Deeds, page 608, as Doc. 295716, with tenements, etc., and rents, issues and profits thereof.

15. (For 14 articles referring to "sinking fund", "financing", etc., see record).

Signed and acknowledged by both said Companies.

Signed and acknowledged by first party by Everett L. Millard, Vice Presid and William B. Baehr, Secretary, under its corporate seal.

Signed and acknowledged by second party by Aksel K. Bodholdt, Vice President and G. R. Helffrich, Assistant Secretary, under its corporate seal.

Acknowledged April 6, 1927, by first party before Charles J. Horn, Notary Public, Cook County, Illinois.

Acknowledged April 6, 1927, by second party, before Carrie Lanphear, Notary Public, Cook County, Illinois.

North Shore Gas Company, a corporation of Illinois, in Waukegan, Illinois, with North Shore Coke and Chemical Company, a corporation of Delaware, in Chicago, Illinois. Doc. 296985.	Agreement. Dated February 17, 1927, and Recorded April 8, 1927, in Book 404 of Mortgages, page 616.

6.

Sets forth that first party is engaged in business of producing ar distributing gas for heat, light ar power from its plants in Waukegan, commonly called "North Plant" and "South Plant" and from its plant in Cook County, Illinois, etc., and is desirous of adequately providing for a future additional gas supply to meet its expanding volume of business, and that second party is planning the erection of a by-product coke oven plant on land fronting Lake Michigan and adjacent to harbor in Waukegan, in vicinity of the so-alle "North Plant" of first party and by suitable plant lay-out and design st the present time will be in a position to furnish Gas Company with a gas supply of satisfactory volume and character and parties hereto are mutually desirous of arranging therefor.

Now, therefor in consideration of the mutual covenants herein contained, said parties hereto agree as follows:- (For the provisions of second party furnishing first party with a gas supply, etc., see record).

Signed and acknowledged by both said parties.

Signed and acknowledged by first party by E. L. Millard, President and D. S. Boynton, Secretary, under its corporate seal.

Signed and acknowledged by second party by W. A. Baehr, President and

16. William B. Baehr, Secretary, under its corporate seal.

Acknowledged February 19, 1927, by first and second parties, before Glen L. Aiken, Notary Public, Cook County, Illinois.

We have made no examination for suits filed in the District Court of the United States for the Eastern Division of the Northern District of Illinois, or proceedings in Bankruptcy in said Court.

Extension (17) Sheets

We have examined our indexes to, and the records of Lake County, Illinois and find:-

No conveyances of the premises described in the caption hereto, shown thereby to have been recorded in the Recorder's office of said county, since December 9, 1926, except as noted on the sixteen (16) preceeding sheets.

No judgments in any court of record in said county rendered against Elgin, Joliet and Eastern Railway Company, since December 9, 1926, and prior to March 17, 1927, William A. Baehr, prior to March 17, 1927, and none against North Shore Coke and Chemical Company, a corporation, of Chicago, Illinois, at any time which we consider liens on said premises.

No tax sales had since December 9, 1926.

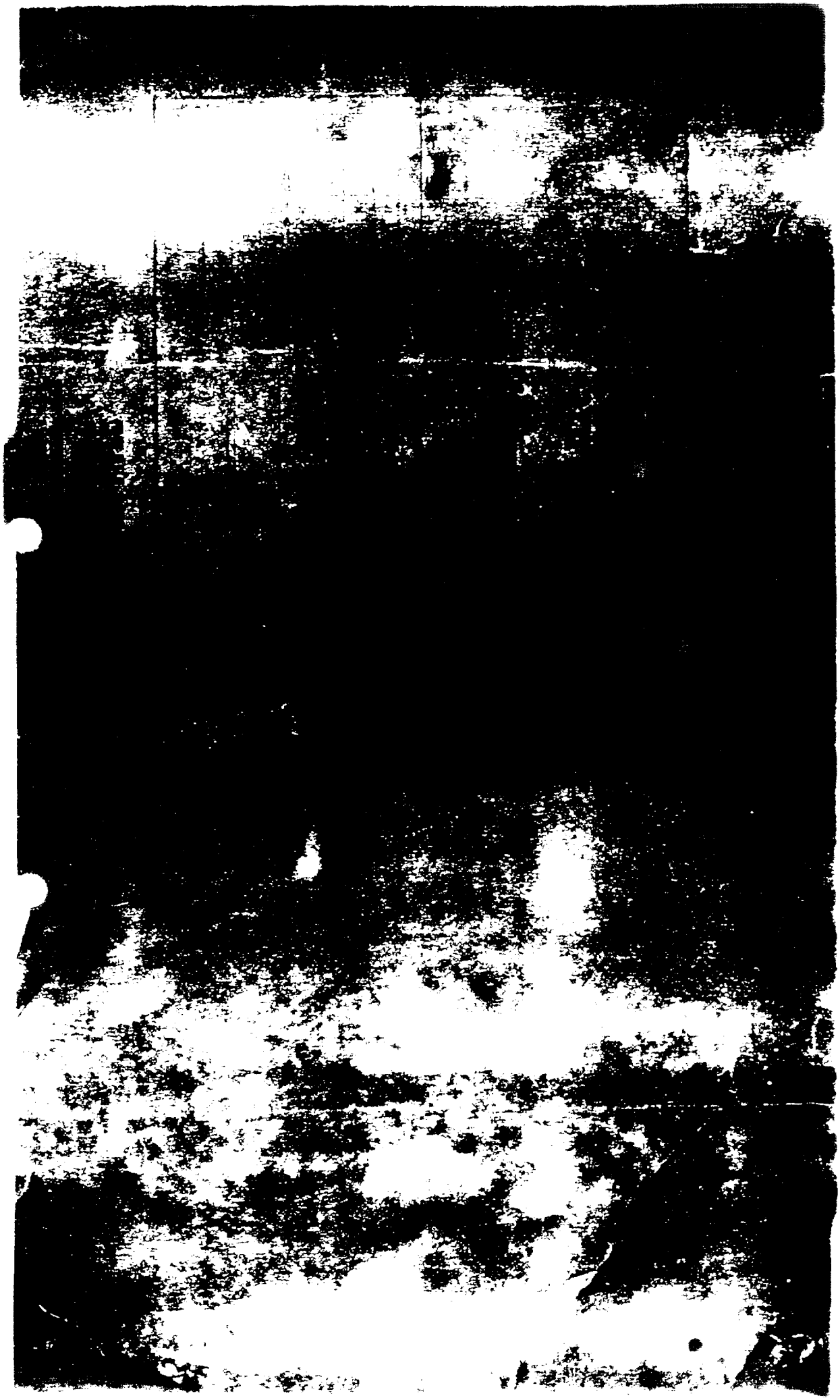
No special assessments thereon confirmed since December 9, 1926, which no stand confirmed and in force and unpaid of record.

Waukegan Ills April 22. 1927.

LAKE COUNTY TITLE & TRUST CO.,

By Alvah E. Rogers

Sec'y.



Abstract of Title

to

That part of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., in Lake County, Illinois, described as:- Commenci at the South West corner of the North West quarter of Section 22, Twp. 4 N., R. 12, East of the 3rd P. M., in Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, tc a point on the North line of City Street 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East wi and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along sai North Westerly line of Harbor Street and making a North Easterly angle c 75 degrees 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet frc measured at right angles, the said center line of Section 22, 373.61 fe to a point; thence North Easterly making a North Easterly angle of 60 degrees 1 minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to and 543.C feet from, measured at right angles, the said center line of Section 22 and making a South Easterly angle of 119 degrees 58 minutes and 45 secor with last described course, 1389.49 feet, more or less, to a point on shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly with and along said shore line to an int section with a line running parallel with and 1420 feet North of, measu at right angles, the South line of the property hereby described being said first course, (this course along said shore line to be known as th Second course), said shore line being approximately as follows:- Runnin Northerly and making a North Westerly angle of 88 degrees and 55 minute with said first course 179.16 feet to a point; thence North Easterly oc tinuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly with

along said shore line and making a North Easterly angle of 4 degrees 52 minutes and 45 seconds with last described course extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course); the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course (being the said third course) 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making angle of 19 degrees 27 minutes and 9 seconds with last described course, extended Southerly, (being the fourth course) 16.03 feet to the point of beginning, (this course to be known as the fifth course).

Last examination made by Lake County Title and Trust Company, dated April 22, 1927.

1.	Central Trust Company of Illinois, a Corporation of Illinois, to North Shore Coke and Chemical Company, a Corporation of Delaware. Doc. 334976.	Release Deed. Dated April 10, 1929, and Recorded April 16, 1929, in Book 463 of Mortgages, page 114. Sets forth that second party for the purpose of securing the issue of first mortgage 6 per cent sinking fund gold bonds heretofore

executed, acknowledged and delivered to first party, as Trustee, a Trust Indenture dated for convenience March 1, 1927, but actually executed and entered into April 6, 1927, covering and conveying inter alia the propert hereinafter described, which said Trust Indenture was filed for record on April 8, 1927, and recorded in Book 408, page 56, as Doc. 296986, to which said Trust Indenture and the record thereof as aforesaid, reference is hereby made and that second party has requested first party to release from the lien of said Trust Indenture the real estate hereinafter described and has complied with the provisions of said Trust Indenture necessary to entitle it to such release.

Now therefore, in consideration of the premises and $1.00 the first part hereby aliens, remises, releases and quit claims to said second party ar

2.

to its successors and assigns forever, all right, title, lien, claim and demand which the first party may have acquired under and by virtue of said Trust Indenture in and to the following described real estate in Lake County, Illinois, to-wit:- The Easterly 100 feet being a strip of land of an even width of 100 feet along the shore of Lake Michigan, of premises described in a Deed from the Elgin, Joliet and Eastern Railway Company, dated February 14, 1927, and recorded March 16, 1927, in Book 262 of Deeds, page 610, as Doc. 295717, to William A. Baehr, together with all accretions thereto and the riparian rights appurtenant thereto. To have and to hold the same unto said second party, its successors and assigns free and forever discharged from the lien of said Trust Indenture Nothing in this indenture contained shall be construed as in any way affecting the lien of said Trust Indenture with respect to any of the property covered thereby, excepting the property hereinabove specifically described and by this indenture specifically released from the lien thereof.

Signed and acknowledged by first party by H. S. Camp, Vice President, and G. R. Helffrich, Assistant Secretary, under its corporate seal.

Acknowledged April 10, 1929, before Robert P. McArdle, Notary Public, Cook County, Illinois.

2. NOTE:-Recorded July 5, 1934, as Doc. 401752, in Book 537 of Morggages, page 285, is the resignation, dated June 26, 1934, by Central Republic Trust Company, (a Corporation of Illinois) formerly named Central Republic Bank and Trust Company, as Trustee, (acting as such by succession through consolidation) under a Trust Indenture dated March 1, 1927, made by North Shore Coke and Chemical Company, (a Corporation of Delaware) to Central Trust Company of Illinois, Trustee, and recorded April 8, 1927, in Book 408 -, page 56, as Doc 296986, and the appointment of City National Bank and Trust Company of Chicago, as successor Trustee duly authorized by resolution of the Board of Directors of the North Shore Coke and Chemical Company together with the acceptance by City National Bank and Trust Company of Chicago.

(For further particulars see record).

3.

3.	North Shore Coke and Chemical Company, an Illinois Corporation with its principal place of business in Chicago, Illinois, to City of Waukegan, a municipal Corporation, of Lake County, Illinois. Doc. 335250.	Warranty Deed. Dated October 28, 1927, and Recorded April 22, 1929, in Book 335 of Deeds, page 582. Considn. $11,476.50 and other good and valuable considerations, and pursuant to authority given by the Board of Directors of said Corporation.

Conveys and warrants the Easterly 100 feet being a strip of land of even width of 100 feet along the shore of Lake Michigan, of premises described in a Deed from the Elgin, Joliet and Eastern Railway Company, dated February 14, 1927, and recorded March 16, 1927, in Book 262 of Deeds, page 610, as Doc. 295717, to William A. Baehr, together with all accretions thereto and the riparian rights appurtenant thereto.

Subject to general taxes for the year 1927, zoning and building ordinance streets and highways and rights of record relative thereto, rights of the United States Government, the State of Illinois, the City of Waukegan and the Public and to rights of record of the adjoining owners and subject to all the terms, conditions and covenants contained in said Deed of the Elgin, Joliet and Eastern Railway Company, dated February 14, 1927, to William A. Baehr, the obligations whereof the grantor herein assumed as grantee in the Deed of said William A. Baehr and Mabel S. Baehr, his wife dated February 14, 1927, and recorded March 16, 1927, in Book 262 of Deeds, page 608, as Doc. 295716.

The grantee herein hereby agrees for itsself and its assigns that it will open and maintain a public road upon the premises herein described, in a condition passable for automobiles and trucks bearing reasonable loads, extending the entire length of the property conveyed, within three months from the date hereof, and further agrees that on or before January 14, 1932, it will make provision for the extension and maintenance of such a road across the property of the North Shore Sanitary District, (lying and connecting North of the premises herein described) to the extension Eastward of Dahringer Road, and by said last named date open to Dahringe Road and such extension thereof as a public street.

4. Said agreements shall be construed as covenants running with the land fo

the benefit of the remaining adjacent land of grantor herein and upon a default therein or breach thereof, title to the premises hereby conveye shall be forfeited and shall revert to the grantor herein and its assig provided however, that if upon such reversion, if any, grantee herein and its assigns shall quit claim by good and sufficient Deed its right, title and interest in and to the premises herein described, to grantor herein, or its assigns upon delivery of such Quit Claim Deed grantor herein or its assigns shall repay to grantee therein or its assigns the purchase price of said herein described premises, to-wit:- The sum of $11,476.50.

The parties hereto agree that the aforesaid description of said premise is hereby fixed and determined upon in lieu of any other determination the shore line of Lake Michigan, as called for in any obligations betwe the parties hereto, and that the provisions of this Deed do not modify or change any of the existing obligations of record between the parties hereto, except as herein expressly stated nor modify or change in any manner any obligations or rights of record in any adjoining property owners or parties in interest.

Signed and acknowledged by first party by W. A. Baehr, President, and William B. Baehr, Secretary, under its corporate seal.

Acknowledged October 28, 1927, before Glen L. Aiken, Notary Public, Coo County, Illinois.

City of Waukegan, a municipal Corporation of Illinois, to North Shore Coke and Chemical Company, a Corporation of Delaware. Doc. 415306.	Quit Claim Deed. Dated July 30, 1935, and Recorded July 31, 1935, in Book 413 of Deeds, page 277.

4.

Sets forth that by a certain Dee dated October 28, 1927, executed by second party to first party a recorded April 22, 1929, in Book 335, page 582, as Doc. 335250, second party conveyed to first party for the consideration of $11,476.50 a certain strip of land 100 feet in wid hereinafter more fully described, and that it was provided in and by se Deed inter alia that unless first party should within the time and in t manner specified in said Deed perform certain covenants therein contai with respect to opening and maintaining a public road upon the premise

5.

described in said Deed the title to said premises should be forfeited a: revert to second party and default having been made in such covenants su forfeiture and reversion has occurred,and that it was further provided i said Deed from second party to first party that upon such reversion if first party would quit claim by good and sufficient Deed its right, titl and interest in and to said premises to second party then upon delivery of such Quit Claim Deed second party would repay to first party the said purchase price of $11,476.50 and first party desires to take advantage o such provision and accordingly to execute this Quit Claim Deed to second party and to receive for second party said purchase price as aforesaid, and that the execution of this indenture has been authorized by a resolution duly adopted by the City Council of said City of Waukegan.

Now therefore, first party in consideration of the premises and $11,476. and other good and valuable considerations, conveys and quit claims to second party all interest in the following described real estate in Lake County, Illinois, to-wit:- The Easterly 100 feet being a strip of land o an even width of 100 feet along the shore of Lake Michigan of premises described in a Deed from the Elgin, Joliet and Eastern Railway Company, dated February 14, 1927, recorded March 16, 1927, in Recorder's Office of Lake County, Illinois, in Book 262 of Deeds, page 610, as Doc. 295717 to William A. Baehr, together with all accretions thereto and the riparian rights appurtenant thereto, it being intended hereby to convey and first party does hereby convey to second party all right, title and interest which first party may have acquired in and to said property by said Deed from second party to first party of date October 28, 1927, hereinbefore mentioned and/or otherwise and it being further intended th immediately after the execution of this Deed second party shall have all of the right, title and interest in and to the above described property and any property Easterly or Westerly thereof, which it had prior to the execution of said Deed from second party to first party.

Signed and acknowledged by said City by Mancel Talcott, Mayor and Frank G. Wallin, City Clerk, under its corporate seal.

Acknowledged July 30, 1935, before John E. Bower, Notary Public, Lake County, Illinois.

Appended is:-

5.	Ordinance by City of Waukegan.	Passed and approved July 22, 193[illegible] Sets forth that under date of January 14, 1927, an agreement wa[illegible] entered into by the Elgin, Joliet

and Eastern Railway Company, the Johnson Motor Company, William A. Baehr, (for North Shore Coke and Chemical Company) and the City of Waukegan under terms of which agreement the above parties agreed, "among other things", principally to the following:

1. To sell to the City of Waukegan at any time within five years from date of the agreement, January 14, 1927, a strip of land 100 feet wide along their respective shore lines of Lake Michigan, as said shore lines at that time may be, extending together from the property of the North Shore Sanitary District to the present property of the City of Waukegan, (Waukegan Water Works).

2. To sell the City of Waukegan the above described land at the price of $3500.00 per acre, including in said sale the granting of all riparian rights of the grantors appurtenant thereto on condition that not less than 60 days prior to the expiration of said period of five years from date of the agreement, the City of Waukegan shall notify the respective owners of said land of its election to purchase under this option.

3. To cause, upon exercising of the option of purchase a joint survey to be made for the determination of the shore line of Lake Michigan along said property and within 60 days after such notice and survey, the purchase price shall be paid by the City and sufficient Deeds of conveyance delivered by the respective owners.

4. That upon the failure of the City to give such notice or to join in such survey or to make full payments within such period, this option shall cease and determine.

5. The City agees that immediately upon acquisition of the land it will open and maintain a road thereon in a condition passable for automobiles and trucks bearing reasonable loads extending the entire length of the property conveyed and will, in addition, make provision for the extension and maintenance of such a road across the property of the North Shore Sanitary District to the extension of Dahringer Road.

6. The City further agrees that for the construction, reconstruction, maintenance and repair of such road to be constructed by the City upon the 100 foot strip of land it will never levy upon the adjacent property

7.

any Special Assessment or special tax to pay the cost thereof or any part thereof.

7. The City further agrees that it will abandon the proceedings for the opening and extension of Gillette Avenue into and across the property of the Railway Company, and it further agrees that it will never open any street or alley or make any public improvement in, upon or across the said property of the Railway Company, its successors or assigns which lies between the North line of Madison Street on the South and Dagringer Road on the North excepting upon the 100 foot strip of land adjoining the lake shore after the same has been conveyed to the City, as provided in the agreement.

8. The City agrees further that it will open as a public street Dahringer Road of the same width as the width of the Lake Shore Road and extending between the Lake Shore Road and Sand Street and that the City of Waukegan, has, in part exercised said option under dates of October 28, 1927, and November 5, 1927, with reference to the lake shore adjoining the property of the North Shore Coke and Chemical Company, and the property of the Johnson Motor Company, having paid the above said parties the sum of $11,476.50, and $2,910.80 respectively, and that under deeds of conveyance of the said North Shore Coke and Chemical Company and the Johnson Motor Company, the rights of the grantee,the City of Waukegan, will be forfeited and title to the premises conveyed in said Deeds, will revert to the grantor, creating a condition whereby access to the municipal water works of the City of Waukegan may be cut off or jeopardized and that on two previous occasions the City of Waukegan has called for bond issue elections in the matter of exercising the option and the construction of a lake shore road as provided in the agreement and that on each occasion said bond issue election was defeated by a majority of the voters and that at the present time it has become impossible to exercise said option and that the North Shore Coke and Chemical Company and the Johnson Motor Company are willing to pay the City of Waukegan for Quit Claim Deeds to the strip adjoining their respective properties on the East the sum of $11,476.50 and $2,910.80 respectively, and that the said North Shore Coke and Chemical Company and the Johnson Motor Company are willing to grant to the City of Waukegan a perpetual easement over said property for road purposes, and it is the best interests of the City of Waukegan, that it execute said Quit Claim Deeds and receive therefore th

original thereof is now on file in his office as such clerk.

sums above recited and an easement for roadway over said property.
Now therefore, be it ordained by the City Council of the City of Waukegan Illinois, that the Mayor and City Clerk respectively, be and they are hereby authorized, empowered and directed to execute Quit Claim Deeds to the North Shore Coke and Chemical Company and the Johnson Motor Company. conveying to each of said companies all right, title and interest of the City of Waukegan, in and to the roadway adjoining the properties of said Companies, in consideration of said Companies paying to the City of Wauke gan, the sum of $11,476.50 and $2,910.80 respectively, and granting to th City of Waukegan, an easement over said property along the lake shore.
Appended is: A Certificate dated July 30, 1935, by Frank G. Wallin, City Clerk of the City of Waukegan, Lake County, Illinois, who certifies (under seal of said office) that he is the keeper and custodian of the records, files, proceedings, books, papers, ordinances and reports of said City and that the foregoing ordinance is a true and correct copy of an ordinance adopted and passed at a regular meeting of the Mayor and Cit Council of said City held July 22, 1935, and that the same was signed and approved by the Mayor and attested by the Clerk of said City on July 22, 1935, that the original of which the foregoing is a true and correct copy is intrusted to him as the Clerk of said City for safe keeping and that the original thereof is now on file in his office as such Clerk.
Appended is: Resolution adopted July 29, 1935, by Mancel Talcott, Mayor, resolving that the Deed for the City of Waukegan, and the easement agreement as regards the North Shore Coke and Chemical Company property, copies of which are attached hereto be approved and confirmed and the Mayor and City Clerk be directed to execute the same on behalf of the City.
Appended is: A certificate dated July 30, 1935, by Frank G. Wallin, Clerk of the City of Waukegan, Lake County, Illinois, who certifies (unde seal of said office) that he is the keeper and custodian of the records, files, proceedings, books, papers, ordinances and reports of said City an that the foregoing resolution is a true and correct copy of a resolution adopted and passed at a regular meeting of the Mayor and City Council of said City held on July 29, 1935, and that the same was signed and approv by the Mayor and attested by the Clerk of said City on July 29, 1935; that the original, of which the foregoing is a true and correct copy, is intrusted to him, as the Clerk of said City for safe keeping and that th original thereof is now on file in his office as such Clerk.

	North Shore Coke and Chemical Company, a Corporation of Delaware, (herein called the "Company"),	Grant.
6.	to	Dated July 31, 1935, and Recorded August 2, 1935, in Book 413 of Deeds, page 288.
	The City of Waukegan, a municipal Corporation of Illinois.	Sets forth that the Company is the owner of all that certain real estate in Lake County, Illinois, more fully described in a certain Warranty Deed, executed by William
	Doc. 415382.	A. Baehr and Mabel S. Baehr, his

wife, to the Company, dated March 14, 1927, and recorded March 16, 1927, in Book 262 of Deeds, page 608, as Doc. 295716, to which said Deed and the record thereof as aforesaid, reference is hereby made and that there is now located upon the Easterly 100 feet of said tract of land a private roadway approximately 25 feet in width situated on the Westerly 50 feet of said Easterly 100 feet of said tract.

Now therefore, in consideration of $1.00 and other valuable consideration the Company hereby gives and grants to the City of Waukegan, a perpetual easement to maintain and use a roadway on and along the Westerly 50 feet of said Easterly 100 feet of said tract of land in which 50 feet is contained the approximate 25 feet on which the present roadway is situated, subject to the right on the part of the Company to change such location as hereinafter provided, it being understood and agreed that said City of Waukegan acquires no right in respect of said tract of land or any part thereof, except such easement to maintain and use said roadway for all street purposes, and that subject to such easement the Company retains the entire right, title and interest in and to said tract of land including all accretions thereto and riparian rights appurtenant thereto.

It is expressly understood and is a condition of the grant of said easement hereby made that the Company shall have the right at any time to change the location of easement from the location herein described Easterly to any other location on the tract of land described in said Deed from William A. Baehr and wife to the Company, but in such event the location of said roadway thereon shall be so changed at the expense of the Compan and such relocated roadway shall connect with any then existing roadways at the North and South property lines of said tract of land and East of the West line of the Easterly 100 feet of said tract herein referred to

and shall be substantially as well constructed and as passable as the present roadway. Upon any such relocation the easement hereby granted as to the old location shall cease and such easement shall thereafter be deemed to exist in respect of such relocated roadway. The right to relocate such roadway under the conditions hereinbefore set forth may be exercised as often as in the judgment of the Company the proper conduct of the operations in which it is engaged on its tract of land shall require.

It is further expressly understood and is a condition of the grant of said easement hereby made that the company reserves the right at any time and from time to time to construct and maintain pipes, mains, tunnels, conveyors, briges, viaducts and other structures or apparatus o any kind or character, whether similar to or dissimilar from those herei before mentioned, over and under said roadway and to lay rail road track or other similar tracks across the same, but always in such way and mann as not to unduly interfere with the normal use of said roadway and provi ed further that a full vertical clearance of 16' - 0" to be given all over head structures, bridges and apparatus above election 586.6' United States Government datum. All of the provisions herein contained shall bind and inure to the benefit of the successors and assigns of the parti hereto and shall be deemed to be covenants and conditions running with the land.

Signed and acknowledged by first party by A. C. Winters, Vice President, and G. L. Aiken, Assistant Secretary, under its corporate seal.

Acknowledged July 31, 1935, before Alfred Evers, Notary Public, Cook County, Illinois.

Appended is:

"The City of Waukegan, the grantee named in the within and foregoing instrument, hereby accepts the easement provided for therein upon the terms and conditions therein stated.

Dated July 31, 1935.

The City of Waukegan, by Mancel Talcott, Mayor.

Attest: Frank G. Wallin, City Clerk".

NOTE:-We show the following for reference only.

7.	Certificate by C. P. Rossberg, Secretary Johnson Motor Company. Doc. 417231.	Recorded October 1, 1935, in Book 556 of Mortgages, page 187. Said Rossberg certifies that he i Secretary of Johnson Motor Compan a Delaware Corporation, and that

at a postponed regular meeting of the Board of Directors of said Johnson Motor Company, held at Waukegan, Illinois, on August 16, 1935, the following resolutions were adopted:-

Resolved that the officers of the Company be and they are hereby authorized to accept from the City of Waukegan a Quit Claim Deed execute by the City of Waukegan, in substantially the form presented to this meeting,releasing and quit claiming to the Company all right and interes of the City of Waukegan, in and to a strip of land 100 feet in width, which strip of land was originally conveyed by the Company to the City of Waukegan, by an indenture dated November 5, 1927, and the officers of the Company are hereby authorized to pay to the City of Waukegan, concurrently with the acceptance of said Quit Claim Deed the sum of $2,910.80.

Further resolved that the President and Secretary of the Company be and they are, hereby authorized to execute and deliver in the name and on be half of the Company, an indenture by and between the Company and the Cit of Waukegan, creating an easement in favor of the City of Waukegan, upon the said 100 foot strip of land and giving to the City of Waukegan, the right to construct and maintain, at its expense, a roadway thereon, but reserving to the Company the right to relocate said easement and roadway at the expense of the Company, said indenture to be in substantially the form presented at this meeting; that the Quit Claim Deed delivered by the City of Waukegan, to the Johnson Motor Company, on September 16, 1935, was substantially in the form approved by the Board of Directors o the Company, and that the indenture creating an easement executed by the Company and delivered to the City of Waukegan, on September 16, 1935, wa in substantially the form approved by the Board of Directors of the Company.

Subscribed and sworn to September 24, 1935, before Genevieve D. Duncan, Notary Public, Lake County, Illinois.

8. NOTE:-We do not show nor do we certify in this abstract or continuation of abstract, to the payment of the general taxes nor to the unpaid forfeitures on any other description whatsoever, other than to the one hereinafter set out.

9. NOTE:-General taxes for the year 1935, levied on South 42.24 acres of tha part North half Section 22, lying North of South 543.06 feet said North half and between Lake Michigan, and center line of Main channel of Waukegan Harbor, extended Northerly, part North half Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., amounting (as extended on the Collector's 1935 book) to $14,750.26 and assessed to North Shore Coke and Chemical Company, are marked on the said book as having been paid May 1, 1936 and July 29, 1936, by North Shore Coke and Chemical Company.

We have made no examination for suits filed in the District Court of the United States for the Northern District of Illinois, or proceedings in Bankruptcy in said Court or in any Federal Court.

We have examined our indices to and the records of instruments recorded in the Recorder's Office of Lake County, Illinois, the records of courts of record in said County for proceedings had therein, and the record of tax sales affecting the title to the premises described in the caption hereto and certify that since April 22, 1927, there are:

No instruments of record in said Recorder's Office, nor court proceedings had in said courts, affecting the title to said premises, except as noted.

No judgments nor transcripts of judgments of record in said County against, nor notices of revenue liens to or against

North Shore Coke and Chemical Company, a Corporation of Chicago, Illinois, since April 22, 1927,

unsatisfied of record, which are liens on said premises, [redacted]

Note: We make no search for judgments or proceedings in United States Courts not filed in Lake County, Illinois.

No notices of claims for mechanics' liens filed against said premises which remain unreleased of record, [redacted]

No tax sales or forfeitures of said premises appearing of record which are not marked cancelled, paid or redeemed, [redacted]

No special assessments against said premises confirmed by a court of record which now stand confirmed and in force and unpaid of record, [redacted]

This abstract of title consists of fourteen (14) pages, and nine (9) entries, numbered 1 to 9 inclusive.

Dated at Waukegan, Lake County, Illinois, this fifth day of December A.D. 1936, [redacted]

ILLINOIS TITLE COMPANY,

By [illegible]

Vice President.

UNIFORM CERTIFICATE

ILLINOIS TITLE ASSOCIATION

FORM NUMBER

THREE

MEMBER AMERICAN TITLE ASSOCIATION

Copyright Applied For, 1935.

93000

(H) 80138 Book 432 Page 590

ABSTRACT of TITLE

TO

Part of NW¼ of Section 22 - 45 - 12

in

Lake County, Illinois

[illegible] TITLE

[illegible]

[illegible] County

[illegible] Company

Security [illegible] Company

[illegible]

[illegible] ILLINOIS

Abstract of Title

to

That part of the North West quarter of Section 22, Twp. 45 N., R. 12, East of the 3rd P. M., in Lake County, Illinois, described as: Commencing at the South West corner of the North West quarter of Section 22, Twp.45 N., R. 12, East of the 3rd P. M., in Waukegan Township, Lake County, Illinois; thence North Easterly, making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly, making a North Easterly angle of 60 degrees 1 minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22 and making a South Easterly angle of of 119 degrees 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on shore line of Lake Michigan (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby described being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows: Running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees

59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees 52 minutes 45 seconds with last described course extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course); the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly, making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course (being the said third course) 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making angle of 19 degrees 27 minutes and 9 seconds with last described course, extended Southerly, (being the fourth course) 16.03 feet to the point of beginning, (this course to be known as the fifth course).

Last examination made by us, dated December 5, 1936.

	City National Bank and Trust Company of Chicago, as Trustee, to North Shore Coke and Chemical Company, its Successors and Assigns. Doc. 432531.	Release Deed. Dated January 14, 1937, ~~and~~ Recorded January 14, 1937, in Book 575 of Mortgages, page 287. Sets forth that North Shore Coke and Chemical Company
1.		

executed and delivered its indenture dated March 1, 1927, but actually executed April 6, 1927, to the Central Trust Company of Illinois, then a banking corporation of Illinois, Trustee, for the purpose of securing the payment of the principal and interest of its First Mortgage 6% Sinking Fun gold Bonds, Series "A", due March 1, 1947, issued under said indenture, and for the further purpose of securing the due and punctual performance of th covenants and agreements in said indenture contained, and did convey, assign, transfer, mortgage and set over unto said Trustee, mortgaged

property therein described, and that said indenture was recorded on April 8, 1927, in Book 408 of Mortgages, page 56, as Doc. 296986, and that on July 25, 1931, the Central Trust Company of Illinois, merged and consolidated with the Chicago Trust Company, then a banking corporation of the State of Illinois, to form the Central Republic Bank and Trust Company; and that on November 28, 1932, the Central Republic Bank and Trust Company changed its name to the Central Republic Trust Company, and Central Republic Trust Company by virtue of such consolidation and change of name became successor Trustee under said indenture; and that by instrument dated June 26, 1934, the Central Republic Trust Company resigned as Trustee under said indenture and the North Shore Coke and Chemical Company appointed the City National Bank and Trust Company of Chicago as successor Trustee under said indenture and the City National Bank and Trust Company of Chicago accepted such appointment as successor Trustee; and that said instrument of resignation of the Central Republic Trust Company and the appointment and acceptance of City National Bank and Trust Company of Chicago as successor Trustee was recorded on July 5, 1934, in Book 537 of Mortgages, page 295, as Doc. 401752; and that all of the First Mortgage 6% Sinking Fund gold Bonds, Series "A", due March 1, 1947, of the North Shore Coke and Chemical Company issued under said indenture have been paid or have been cancelled or have been called for redemption on March 1, 1937, and funds sufficient for the payment of the principal, the premium and interest in respect thereof, have been deposited with the City National Bank and Trust Company of Chicago, Trustee, and pursuant to said indenture, the North Shore Coke and Chemical Company have requested the Trustee to execute this instrument, releasing the lien and effect of said indenture.

Now, therefore, first party in consideration of the premises and of $1.00, hereby conveys to second party, all interest acquired by it as Trustee, or by any predecessor of it, as Trustee, in, by or through said indenture dated March 1, 1927, in and to all and singular the premises and mortgaged property described in said indenture or at any time embraced therein or covered thereby, including any property thereafter acquired by said Company and subject to the lien of said indenture.

To have and to hold the premises and mortgaged property hereinabove released unto North Shore Coke and Chemical Company, its successors and

assigns, free and forever discharged from the lien and effect of said indenture dated March 1, 1927 and any indenture supplemental thereto. Signed and acknowledged by first party, by Harry R. Moore, Vice-Preside and J. S. Crossley, Assistant Trust Officer, under its corporate seal. Acknowledged January 14, 1937 before J. B. Patterson, Notary Public, Cook County, Illinois.

	North Shore Gas Company, a Corporation of Illinois (hereinafter sometimes called the "gas company") and North Shore Coke and Chemical Company, a corporation of Delaware, and qualified to own property and transact business in Illinois (hereinafter called the "coke company")	Trust Indenture. (Dated) for convenience January 1, 1937, but actually ente ed into January 14, 1937; (Recorded) January 14, 1937, i Book 576 of Mortgages, page 53 To secure its first Mortgage Bonds, Series "A", in the aggregate principal amount of $5,100,000.00, dated January 1 1937, payable to bearer, or, i: registered, to the registered owner of bonds, due January 1, 1942, with interest at the rat of 4 per cent per annum, payable on the 1st of January and the 1st of July in each yea
2.	to	
	City National Bank and Trust Company of Chicago, a corporation of the United States of America and qualified to accept and execute trusts (hereinafter called the "Trustee").	
	Doc. 432532.	

principal and interest payable at the city office of City National Bank and Trust Company of Chicago, or of its successor, as Trustee, under the Indenture hereinafter mentioned, in the City of Chicago, Illinois, in lawful money of the United States of America.

Said Bonds shall not be valid or obligatory for any purpose until authenticated by the signed certificate of said Trustee, or its Successors in Trust endorsed thereon.

Grants, bargains, sells, aliens, remises, releases, conveys, confirms, assigns, transfers, mortgages and sets over all and singular the follow-

ing described property owned and to be acquired, to-wit: (with other property) And the Coke Company grants, bargains, sells, aliens, remises, releases, conveys, confirms, assigns, transfers, mortgages and sets over unto the second party and to its successor or successors in the trust hereby created, all and singular the following described property owned and to be acquired, to-wit: 1. All of the following described real estate, located in the City of Waukegan, Lake County, Illinois, to-wit: Commencing at the South West corner of the North West quarter of Sectior 22, Twp. 45 N., R. 12, East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly, making a North East angle of 8' degrees 29 minutes with the East and West center line of said Section 2 to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly, with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees, 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easter: making a North Easterly angle of 60 degrees 1 minute and 15 seconds wi: last described course extended East 417.44 feet to the point of beginn ing; thence East, parallel to and 643.06 feet from, measured at right angles, the said center line of Section 22, and making a South Easterl angle of 119 degrees 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on the shore line of La Michigan, (this course to be known as the first course); thence North Westerly, with and along said shore line to an intersection with a lin running parallel with and 1420 feet North of, measured at right angles the South line of the property hereby conveyed being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows, running Nort ly and making a North Westerly angle of 88 degrees 55 minutes with sa first course, 179.16 feet to a point; thence North Easterly continuin

along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly, with and along said shore line and making a North Easterly angle of 4 degrees 52 minute 45 seconds, with last described course extended Northerly 573.67 feet to a point, (end of description of shore line); thence West 1250.39 feet to a point, (this course to be known as the third course), the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly, making a South Easterly angle of 100 degrees 31 minutes 30 seconds with last described course (being the said third course), 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees, 27 minutes 9 seconds with last described course extended Southerly (being the fourth course) 16.03 feet to the point of beginning, (this course to be known as the 5th course), said tract containing 42.24 acres, more or less, together with all accretions thereto and the reparian rights appurtenant thereto, but exclusive of the railroad tracks of the Elgin, Joliet and Eastern Railway Company upon said premises, the title to which is hereby reserved, as to the materials thereof.

The foregoing real estate is conveyed subject to zoning and building ordinances, the existing channel across said premises, and to all the terms, conditions and covenants contained in the certain deed of Elgin, Joliet and Eastern Railroad Company dated March 14, 1927 (recorded March 16, 1927 in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, page 610, as Doc. 295717), conveying said premises to William A. Baehr, the obligations whereof the Coke Company assumed as grantee in the certain deed of said William A. Baehr and Mabel S. Baehr, his wife, dated March 14, 1927 (recorded March 16, 1927, in the office of the Recorder of Deeds of Lake County, Illinois, in Book 262 of Deeds, page 608, as Doc. 295716) as modified or discharge by (i) a certain deed from the Coke Company to the City of Waukegan, Illinois, dated October 27, 1927 (recorded April 22, 1929, in Book 355 o Deeds, page 582, as Doc. 335250) conveying a strip of land 100 feet in width across said property; (ii) a certain deed from the City of

Waukegan, Illinois, to the Coke Company, dated July 30, 1935 (recorded July 31, 1935 in Book 413 of Deeds, page 277, as Doc. 415306) reconveying the said strip of land 100 feet in width to the Coke Company, and (iii) a certain deed from the Coke Company to the City of Waukegan, Illinois, dated July 31, 1935 (recorded August 2, 1935, in Book 413 of Deeds, page 288, as Doc. 415382) conveying a perpetual easement to the City of Waukegan to maintain and use a roadway on and along a strip of land 50 feet in width across the above described premises.

2. All buildings, structures, erections and constructions now or hereafter placed on said real estate, or on any part thereof, with their fixtures and appurtenances.

3. The by-products coke oven plant of the Coke Company located upon said real estate and any such plant hereafter constructed or acquired a used or to be used in supplying gas to the Gas Company, together with all the buildings, constructions, erections, machinery, tools, apparatu facilities, appliances, instruments and equipment in any way appertaining to such existing plant and future plants, including particularly, b not exclusively, all coke ovens, coke bins, coal cars, coke cars, pushe machines, mixers, coal-handling machinery, coke-handling machinery, producers, storage facilities, coke-crushing and conveying and/or elevating equipment, mixer bins, belts, engines, pumps, tanks, quenchin stations, stilling basins, coke-cooling apparatus, docks, wharves, feeders, screens, crushers, loading and unloading equipment, gas-treating apparatus, tar and ammonia storage facilities, boilers, piping, water supply equipment, electric wiring, yard switch tracks, coal track sewers, drains, bunkers, cranes, service buildings, offices, warehouses and machine shops; it being hereby expressly ordered that any and all property covered by the foregoing description shall be considered as fixtures and appurtenances constituting part of the real property of the Coke Company.

4. All and singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in any wise appertaining to the property hereby granted and conveyed by the Coke Company or intended so to be, or any part thereof, and the re-

version and reversions, remainder and remainders and the income, rents, revenues, issues and profits thereof and of every part and parcel thereof, and all the estate, right, title, interest property, claim and demand of every kind and nature whatsoever of the Coke Company at law, i equity or otherwise howsoever, in, of and to the same and every part and parcel thereof.

And the Companies further assign and convey to the Trustee all of their respective right, title and interest in and to any and all other propert of every name and nature (including excepted property) which may from ti to time hereafter by delivery or writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, transferred or assigned by the Companies, or either of them, or by any person, firm or corporation in behalf of the Companies, or either of them, to the Trustee, which is hereby authorized to receive any such property at any and all times as and for additional security, and also when and as hereinafter provide as substitute security, for the payment of said bonds and to hold and apply all such property subject to the terms hereof.

Grantors covenant to pay all taxes and assessments, to keep buildings insured.

Provides for the redemption of said bonds prior to maturity, and for the creation of a sinking fund and for partial releases and for the registration and appointment of a new Trustee.

Default for sixty days in payment of principal or interest, etc.

The execution and delivery of this Indenture, and the issuance from time to time of the bonds secured hereby, have been authorized and consented to by resolutions adopted by the stockholders and by the Board of Directors of each of the Companies, at meetings of such stockholders and Boards of Directors duly and regularly called and held, and a mortgage or deed of trust securing said bonds, in the form of this Indenture, was submitted to and approved by the stockholders and by the Board of Directors of each of the Companies at their respective meetings, and the President or a Vice-President and the Secretary or an Assistant Secretar of each of the companies were authorized at said respective meetings, on behalf of each of the companies, as its act and deed, and under its corporate seal, to execute and deliver this Indenture to the Trustee;

Signed and acknowledged by North Shore Gas Company, by W. A. Baehr, President, and William B. Baehr, Secretary, under its corporate seal.
Signed and acknowledged by North Shore Coke and Chemical Company by A. C. Winters, Vice-President, and William B. Baehr, Secretary, under its corporate seal.
Signed and acknowledged by City National Bank and Trust Company of Chicago, by Arthur T. Leonard, Vice-President, and G. R. Helffrich, Trust Officer, under its corporate seal.
Acknowledged January 14, 1937, by North Shore Gas Company, as aforesaid, before A. J. Paul, Notary Public, Cook County, Illinois.
Acknowledged January 14, 1937, by North Shore Coke and Chemical Company, as aforesaid, before A. J. Paul, Notary Public, Cook County, Illinois.
Acknowledged January 14, 1937, by City National Bank and Trust Company of Chicago, as aforesaid, before J. B. Patterson, Notary Public, Cook County, Illinois.

3.	Resignation, by City National Bank and Trust Company of Chicago, a national banking association. Doc. 493225.	Dated March 31, 1941, and Recorded April 9, 1941, in Book 1 of Miscellaneous, page 492; Said Bank hereby resigns as Trustee under the Trust Indenture dated as of January 1,

1937, executed by North Shore Gas Company, a corporation of Illinois, and North Shore Coke and Chemical Company, a corporation of Delaware, to secure an issue of bonds known as North Shore Gas Company and North Shore Coke and Chemical Company Joint First Mortgage 4 per cent Bonds, Series "A", and also any other bonds at any time issued and outstanding under such Trust Indenture, which indenture was recorded on January 14, 1937, in Book 576 of Mortgages, page 53, as Doc. 432532, and was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 14, 1937, and hereby declares that such resignation shall take effect on May 1, 1941, unless previously a successor trustee under such Trust Indenture shall have been appointed as provided therein, in which event such resignation shall take effect immediately upon the ap-

pointment and qualification of such successor trustee.

This instrument is executed in several counterparts, each of which is and shall be taken as an original, and such counterparts taken together shall constitute but one and the same instrument.

Signed and acknowledged by said Bank, by Arthur T. Leonard, Vice-President, and J. S. Crossley, Assistant Trust Officer, under its corporate seal.

Acknowledged March 31, 1941, before J. B. Patterson, Notary Public, Coo County, Illinois.

4.	Appointment of Successor Trustee, by North Shore Gas Company and North Shore Coke and Chemical Company. Doc. 493226.	Dated April 1, 1941, and Recorded April 9, 1941, in Book 1 of Miscellaneous, page 493.

Sets forth that North Shore Ga Company, a corporation of Illinois, and North Shore Coke and Chemical Company, a corporation of Delaware, executed their Trust Indenture dated as of January 1, 1937, by which, in order to secure an issue of bonds known as North Shore Gas Company and North Shore Coke and Chemical Company Joint First Mortgage 4 per cent Bonds, Series "A", and also, any other bonds at any tim issued and outstanding under such Trust Indenture, they conveyed and mortgaged to City National Bank and Trust Company of Chicago, a nationa banking association, as Trustee, the property, real, mixed and personal described and mentioned in such Trust Indenture, which Trust Indenture was filed for record on January 14, 1937, and there recorded in Book 57 of Mortgages, at page 53, as Doc. 432532, and was filed for record in t office of the Recorder of Deeds for Cook County, Illinois, on January 1 1937, and there recorded in Book 33417, at page 451, as Doc. 11935625;

That, by instrument dated March 31, 1941, City National Bank and Trust Company of Chicago resigned as trustee under such Trust Indenture, whi instrument provides that such resignation shall take effect on May 1, 1941, unless previously a successor Trustee under such Trust Indenture shall have been appointed as provided therein, in which event such resignation shall take effect immediately upon the appointment and

qualification of such successor Trustee; and

That, the holders of a majority in amount of the outstanding bonds secured by such Trust Indenture have not appointed a successor Trustee thereunder, and the parties have been ordered by their respective Boards of Directors to execute this instrument appointing such successor Trustee;

That, Continental Illinois National Bank and Trust Company of Chicago, a national banking association is a trust company in good standing, has a capital and surplus aggregating at least One Million Dollars, and is qualified to act as Successor Trustee under such Trust Indenture;

Now, therefore, the parties do hereby appoint Continental Illinois National Bank and Trust Company of Chicago, as successor Trustee under the Trust Indenture described above, to act until a successor trustee thereunder shall be appointed by the bondholders as authorized by the provisions of such Trust Indenture.

This instrument is executed in several counterparts, each of which is and shall be taken as an original; and such counterparts taken together shall constitute but one and the same instrument.

Signed and acknowledged by North Shore Gas Company by A. C. Winters, Vice-President, and William B. Baehr, Secretary, under its corporate seal.

Signed and acknowledged by North Shore Coke and Chemical Company by A. C. Winters, Vice-President, and William B. Baehr, Secretary, under its corporate seal.

Acknowledged April 1, 1941, by North Shore Gas Company, as aforesaid, and North Shore Coke and Chemical Company, as aforesaid, before A. J. Paul, Notary Public, Cook County, Illinois.

5.	Acceptance of Appointment as Successor Trustee by Continental Illinois National Bank and Trust Company of Chicago, a national banking association. Doc. 493227.	Dated April 1, 1941, and Recorded April 9, 1941, in Book 1 of Miscellaneous, page 495; Sets forth that North Shore Ga Company, a corporation of Illinois, and North Shore Coke and Chemical Company, a corpor

tion of Delaware, executed their Trust Indenture, dated as of January 1, 1937, by which, in order to secure an issue of bonds known as North Shore Gas Company and North Shore Coke and Chemical Company Joint First Mortgage 4 per cent Bonds, Series "A", and also, any other bonds at any time issued and outstanding under such Trust Indenture, they conveyed and mortgaged to City National Bank and Trust Company of Chicago, a national banking association, as Trustee, the property, real, mixed and personal, described and mentioned in such Trust Indenture, which Trust Indenture was filed for record on January 14, 1937, and there recorded in Book 576 of Mortgages, at page 53, as Doc. 432532, and was filed for record in the office of the Recorder of Deeds of Cook County, Illinois on January 14, 1937, and there recorded in Book 33417, at page 451, as Doc. 11935625;

That, by instrument dated March 31, 1941, City National Bank and Trust Company of Chicago resigned as Trustee under such Trust Indenture, which instrument provides that such resignation shall take effect on May 1, 1941, unless previously a successor Trustee under such Trust Indenture shall have been appointed as provided therein, in which event such resignation shall take effect immediately upon the appointment and qualification of such successor Trustee; and

That, the holders of a majority in amount of the outstanding bonds secured by such Trust Indenture have not appointed a successor Trustee thereunder;

That, Continental Illinois National Bank and Trust Company of Chicago, a national banking association, is a trust company in good standing, has a capital and surplus aggregating in excess of One Million Dollars, and is qualified to act as successor Trustee under such Trust Indenture; and

That, said North Shore Gas Company and North Shore Coke and Chemical Company, by instrument dated April 1, 1941, have appointed said Continental Illinois National Bank and Trust Company of Chicago as successo Trustee under said Trust Indenture;

Now, therefore, the said party, Continental - National Bank and Trust Company of Chicago, does hereby accept said appointment as successor Trustee under said Trust Indenture, such appointment to become effectiv immediately.

This instrument is executed in several counterparts, each of which is an shall be taken as an original; and such counterparts taken together shal constitute but one and the same instrument.

Signed and acknowledged by Continental Illinois National Bank and Trust Company of Chicago by F. E. Musgrove, Vice-President, and H. P. Smith, Assistant Secretary, under its corporate seal.

Acknowledged April 1, 1941, before Paul B. Robb, Notary Public, Cook County, Illinois.

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6. NOTE:-We do not show nor do we certify in this abstract or continuation abstract, to the payment of the general taxes, nor to the unpaid forfeitures on any other description whatsoever, other than to the one hereinafter set out.

7. NOTE:-General taxes for the year 1940 levied on South 42.24 acres of tha part North 1/2, Section 22, lying North of South 543.06 feet said North 1/2 and between Lake Michigan and center line of main channel of Waukegan Harbor extended Northerly part North 1/2, Section 22, Twp. 45 N., R. 12, East of the 3rd P. M. (42.24 acres) amounting (as extended on the collector's 1940 book) to $13,597.65 and assessed to North Shore Coke & Chemical Co. are marked on the said book as having been paid June 2, 1941 and August 5, 1941 by North Shore Coke & Chemical Co.

We have made no examination for suits filed in the District Court of the United States for the Northern District of Illinois, or proceedings in Bankruptcy in said Court or in any Federal Court.

We have examined our indices to and the records of instruments recorded in the Recorder's Office of Lake County, Illinois, the records of courts of record in said County for proceedings had therein, and the record of tax sales affecting the title to the premises described in the caption hereto and certify that since December 5, 1936, there are:

No instruments of record in said Recorder's Office, nor court proceedings had in said courts, affecting the title to said premises, except as noted.

No judgments nor transcripts of judgments of record in said County against, nor notices of revenue liens to or against

North Shore Coke and Chemical Company, a Corporation of Chicago, Illinois, since December 5, 1936,

unsatisfied of record, which are liens on said premises,

Note: We make no search for judgments or proceedings in United States Courts not filed in Lake County, Illinois.

No notices of claims for mechanics' liens filed against said premises since December 5, 1936 which remain unreleased of record,

No tax sales or forfeitures of said premises appearing on record since December 5, 1936 which are not marked cancelled, paid or redeemed,

No special assessments against said premises confirmed by a court of record since December 5, 1936 which now stand confirmed and in force and unpaid of record,

This abstract of title consists of fourteen (14) pages, and seven (7) entries, numbered 1 to 7 inclusive.

Dated at Waukegan, Lake County, Illinois, this second day of October A.D. 194 1.

ILLINOIS TITLE COMPANY,
By [signature]

Vice President.

UNIFORM CERTIFICATE

ILLINOIS TITLE ASSOCIATION

FORM NUMBER

THREE

MEMBER AMERICAN TITLE ASSOCIATION

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No. 93505 Book 412 Page 58

ABSTRACT of TITLE

TO

Part of the NW.¼ of sect. 22 -
45 -12.

in

Lake County, Illinois

FOR

ILLINOIS TITLE COMPANY

Successors to

Lake County
Title & Trust Company

and

Security [illegible] Trust Company

AB[illegible] OF TITLE
TITLE [illegible] POLICIES

[illegible]

WAUKEGA[illegible] ILLINOIS

ILL. FORM 10 [illegible]

Abstract of Title

to

That part of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., in Lake County, Illinois, described as: Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., in Waukegan Townshi Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 fe to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees 1 minute and 15 seconds with last described course extended East 417.44 feet to the place of beginning; thence East parallel to and 543.06 feet from, measur at right angles, the said center line of Section 22 and making a South Easterly angle of 119 degrees 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on shore line of Lake Michigan (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby described being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows: Runni Northerly and making a North Westerly angle of 88 degrees and 55 minut with said first course 179.16 feet to a point; thence North Easterly c tinuing along said shore line and making a North Easterly angle of 4

degrees 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees 52 minutes 45 seconds with last described course extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course) the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course (being the said third course) 1430.2 feet to a point (this course to be known as the fourth course); thence continuing South Westerly and making angle of 19 degrees 27 minutes and 9 seconds with last described course, extended Southerly, (being the fourth course), 16.03 feet to the place of beginning, (this course to be known as the fifth course).

Last examination made by us, dated October 2, 1941.

1.	Release, by Continental Illinois National Bank and Trust Company of Chicago, as Trustee. Doc. 506875.	Dated December 23, 1941, and Recorded December 23, 1941, in Book 641 of Records, page 433. Sets forth that North Shore Gas Company, an Illinois corporation, and North Shore Coke and Chemical Company, a Delaware

corporation, (hereinafter collectively referred to as the "Companies"), heretofore executed and delivered an indenture of mortgage or deed of trust (hereinafter referred to as the "Indenture") dated January 1, 1937, to City National Bank and Trust Company of Chicago, a national banking association, as Trustee, which was recorded in the office of the Recorder in and for Cook County, Illinois, on January 14, 1937 in Book 33417 on page 451 as Doc. 11935625 and in Lake County, Illinois, on January 14, 1937 in Book 576 of Mortgages on page 53 as Doc. 432532, to secure the payment of certain bonds issued jointly and severally by the Companies thereunder.

2. And, thereafter, said City National Bank and Trust Company of Chicago,

resigned as Trustee under the Indenture by instrument dated March 31, 1941 and recorded in Lake County, Illinois on April 9, 1941 in Book 1 of Miscellaneous, on page 492 as Doc. 493225 and in Cook County, Illinoi on April 29, 1941 in Book 36536, on page 632 as Doc. 12669348.
And pursuant to the provisions of the Indenture, Continental Illinois National Bank and Trust Company of Chicago, a national banking association, was appointed Trustee under the Indenture as successor to the City National Bank and Trust Company of Chicago, by instrument of appointment dated April 1, 1941 recorded in Lake County, Illinois, on April 9, 1941 in Book 1 of Miscellaneous, on page 493 as Doc. 493226 and in Cook County Illinois on April 29, 1941 in Book 36536, on page 634 as Doc. 12669349.
And on April 1, 1941 said Continental Illinois National Bank and Trust Company accepted the appointment as Trustee under the Indenture by instrument recorded in Lake County, Illinois on April 9, 1941 in Book 1 of Miscellaneous, on page 495 as Doc. 493227 and in Cook County, Illinoi on April 29, 1941 in Book 36537, on page 1 as Doc. 12669350.
And there has been deposited with Continental Illinois National Bank and Trust Company of Chicago, as Trustee under the Indenture, by the Companies, funds for the purpose of paying and sufficient to pay all of the outstanding bonds issued under the Indenture and interest thereon to maturity date, and the Companies have paid all other sums payable under the Indenture, have kept and performed all of the things required to be kept and performed by them in the Indenture and have requested the Trustee to cancel and discharge the lien of the Indenture.
Now, therefore, in consideration of the premises, said Continental Illinois National Bank and Trust Company of Chicago, as such Trustee, hereby acknowledges satisfaction of and hereby does release the aforesaid Indenture and all right, title and interest that said Trustee may have acquired through or by said Indenture, in and to the property therein described or mentioned and does hereby consent that said Indenture of Mortgage and Deed of Trust may be satisfied of record.
Signed and acknowledged by first party by R. M. Kimball, Vice President, and E. J. Claussen, Assistant Secretary, under its corporate seal. Acknowledged December 23, 1941, before H. J. Groener, Notary Public, Cook County, Illinois.

North Shore Coke & Chemical Company, a corporation of Delaware, to North Shore Gas Company, an Illinois corporation. Doc. 506874.	Deed. Dated December 23, 1941, and Recorded December 23, 1941, in Book 483 of Deeds, page 440. Considn. $1.00 and other good and valuable considerations; Grants, bargains, sells, conveys and quit claims the following described real estate, to-wit:

2.

Commencing at the South West corner of the North West quarter of Sectic 22, Twp. 45 N. R. 12 East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly, making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 fee to a point on the North Westerly line of Harbor Street; thence North Easterly, with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees, 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly, making a North Easterly angle of 60 degrees, 1 minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to, and 543.06 feet from, measured at right angles, the said center line of Section 22, and makin a South Easterly angle of 119 degrees, 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); thence North Westerly, with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby conveyed being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows, running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly, continuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly, with and along said shore line and making a Nort Easterly angle of 4 degrees, 52 minutes and 45 seconds with last descrit course extended Northerly, 573.67 feet to a point, (end of description of shore line); thence West, 1250.39 feet to a point, (this course to b

known as the third course), the last described course also being paralle to and 1-20 feet North of, measured at right angles, the South line of property herein described; thence South Westerly, making a South Easterl angle of 100 degrees 31 minutes and 36 seconds with last described cours (being the said third course), 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees, 27 minutes and 9 seconds with last described course extended Southerly (being the fourth course), 16.03 feet to the point of beginning, (this course to be known as the fifth course), said tract containing 42.24 acres, more or less, together with all accretions thereto and the riparian rights appurtenant thereto, but exclusive of the railroad tracts of the Elgin, Joliet and Eastern Railway Company upon said premises, as to the materials thereof.
The foregoing tract is conveyed subject to zoning and building ordinance the existing channel across said premises, and to all the terms, conditions and covenants contained in the certain deed of Elgin, Joliet and Eastern Railroad Company dated March 14, 1927 (recorded March 16, 1927 in the office of the Recorder of Deeds of Lake County, Illinois in Book 262 of Deeds, page 610 as Doc. 295717), conveying said premises to William A. Baehr, the obligations thereof the North Shore Coke & Chemical Company (a Delaware corporation), assumed as grantee in the certain deed of said William A. Baehr and Mabel S. Baehr, his wife, dated March 14, 1927, (recorded March 16, 1927 in the office of the Recorder of Deeds of Lake County, Illinois in Book 262 of Deeds, page 608 as Doc. 295716) as modified or discharged by (i) a certain deed from said corporation to the City of Waukegan, Illinois, dated October 27, 1927 (recorded April 22, 1929 in the office of the Recorder of Deeds of Lake County, Illinois in Book 335 of Deeds, page 582 as Doc. 335250) conveying a strip of land 100 feet in width across said property; (ii) a certain deed from the City of Waukegan, Illinois, to said corporation, dated July 30, 1935 (recorded July 31, 1935 in the office of the Recorder of Deeds of Lake County, Illinois in Book 413 of Deeds, page 277 as Doc. 415306) reconveying the said strip of land 100 feet in width to the Coke Company, and (iii) a certain deed from said corporation to the City of Waukegan, Illinois, dated July 31, 1935 (recorded August 2, 1935 in the office of

the Recorder of Deeds of Lake County, Illinois in Book 413 of Deeds, page 288 as Doc. 415382) conveying a perpetual easement to the City of Waukegan to maintain and use a roadway on and along a strip of land 50 feet in width across the above described premises; together with the buildings, structures, erections and constructions on the above described real estate, and all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.
Signed and acknowledged by first party by A. C. Winters, Vice President, and William B. Baehr, Secretary, under its corporate seal.
Acknowledged December 23, 1941, before Roman Herr, Notary Public, Cook County, Illinois.

3. NOTE:-Recorded December 21, 1900 as Doc. 80064 in Book "B" of Incorporations, page 161, is a Certificate by James A. Rose, Secretary of State of the State of Illinois, who hereby certifies (under Great Seal of said State) that the North Shore Gas Company is a legally organized corporation under the laws of the State of Illinois, the object for which it is formed is to construct, own, lease and operate a plant or plants for manufacturing, producing and furnishing gas, electricity and various fluids and sale and distribution of the same through pipes, conductors, conduits or otherwise in liquid, gaseous or other forms, for heating, cooking, lighting and power, and for such other purpose or purposes as the same now or hereafter may be applicable to or for; and for the production of the by-products connected with or incidental to the operation of said plant or plants, and for such other business and purposes as may be connected therewith or pertain thereto; the duration shall be 99 years.

	North Shore Gas Company, a corporation of Illinois, (hereinafter sometimes referred to as the "Company"),	Trust Indenture. Dated December 1, 1941, and Recorded December 23, 1941, in Book 642 of Mortgages, page 15
4.	to	To secure its first Mortgage 4½% Bonds in the aggregate principal amount of $3,700,000.00, payable to bearer, or to the registered owner thereof by December 1, 1961.
	Continental Illinois National Bank and Trust Company of Chicago, a National banking association of the United States of America and having its office or place of business in Chicago, Illinois.	Mortgages, warrants and convey all the following described
	Doc. 506876.	

real estate (with other property) Tract 1. Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street, 66 feet from, measured at right angles, the East an West center line of said Section 22; thence East with and along the Nort line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly, with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East 119.4 feet to a point; thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly, making a North East - - - - thence North Westerly, with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby conveyed, being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows, running Northe and making a North Westerly angle of 88 degrees 55 minutes) with said first course, 179.16 feet to a point; thence North Easterly, continuing

along said shore line and making a North Easterly angle of 4 degrees, 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees, 52 minut and 45 seconds with last described course extended Northerly "five hund seventy three and sixtyerly angle of" 60 degrees, 1 minute and 15 second with last described course extended East 417.44 feet to the point of beginning; thence East, parallel to, and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a South Easterly angle of 119 degrees 58 minutes & 45 seconds with last describe course, 1389.49 feet, more or less, to a point on the shore line of Lake Michigan, (this course to be known as the first course); "seven one-hundredths" 573.67 feet to a point, (end of description of shore line); thence West, 1250.39 feet to a point, (this course to be known as the third course), the last described course also being parallel to and 1420 feet North of, measured at right angles the South line of property here described; thence South Westerly, making a South Easterly angle of 100 degrees 31 minutes 36 seconds with last described course, (being the sa third course)1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees 27 minutes and 9 seconds with last describe course extended Southerly, (being the fourth course) 16.03 feet to the point of beginning (this course to be known as the fifth course), said tract containing 42.24 acres, more or less, together with all accretion thereto and the riparian rights appurtenant thereto, but exclusive of the railroad tracks of the Elgin, Joliet and Eastern Railway Company upon said premises, the title to which is hereby reserved, as to the materials thereof. Tract J. constitutes the site of the by-products co oven plant formerly owned by the North Shore Coke & Chemical Company. The foregoing Tract J. is conveyed subject to zoning and buildings ordinances, the existing channel across said premises, and to all the terms, conditions and covenants contained in the certain deed of Elgin, Joliet and Eastern Railroad Company dated March 14, 1927, (recorded March 16, 1927 in the office of the Recorder of Deeds of Lake County, Illinois in Book 262 of Deeds, page 610 as Doc. 295717), conveying said

premises to William A. Baehr, the obligations whereof the North Shore Coke & Chemical Company (a Delaware corporation) assumed as grantee in the certain deed of said William A. Baehr and Mabel S. Baehr, his wife, dated March 14, 1927, (recorded March 16, 1927 in the office of the Recorder of Deeds of Lake County, Illinois in Book 262 of Deeds, page 608 as Doc. 295716) as modified or discharged by (i) a certain deed from said corporation to the City of Waukegan, Illinois, dated October 27, 1927 (recorded April 22, 1929 in the office of the Recorder of Deeds of Lake County, Illinois in Book 335 of Deeds, page 582 as Doc. 335250) conveying a strip of land 100 feet in width across said property; (ii) a certain deed from the City of Waukegan, Illinois to said corporation, dated July 30, 1935 (recorded July 31, 1935 in the office of the Recorde: of Deeds of Lake County, Illinois in Book 413 of Deeds, page 277 as Doc. 415306) reconveying the said strip of land 100 feet in width to the coke company, and (iii) a certain deed from said corporation to the City of Waukegan, Illinois, dated July 31, 1935 (recorded August 2, 1935 in the office of the Recorder of Deeds of Lake County, Illinois in Book 413 of Deeds, page 288 as Doc. 415382) conveying a perpetaul easement to the City of Waukegan to maintain and use a roadway on and along a strip of land 50 feet in width across the above described premises.

Also all other real estate, leaseholds, chattels real and equitable interests and other interests in real estate which the Company now owns of may hereafter acquire.

2. All buildings, structures, erections and constructions now or hereafter placed on the hereinabove described or referred to real estate, or on any part thereof, with their fixtures and appurtenances.

3. The gas generating and gas storage plants and the gas distributing and transmission systems of the Company whether located on the real estate above described, or on any part thereof, or elsewhere, and any such plats and systems which the Company may hereafter construct or acquire, and any and all additions to and extensions of said existing and future plants and systems, all the furnaces, boilers, engines, motors, dynamos, reservoirs, retorts, condensers, purifiers, pipes, pipe lines, tunnels, fittings, meters, compressors, regulators, regulating stations, pumps, pumping stations, steamholders, gasholders, tanks, machines,

machinery, equipment, ovens, drips, valves, belting, shafting, tools, railroad tracks, cars, locomotives, rolling stock, cranes, hoists, office furniture and fixtures, appliances, implements, utensils and apparatus of every kind and description now owned or hereafter acquired by the Company for use in the construction, maintenance or operation of said existing and future plants and systems, and the additions thereto and extensions thereof, it being hereby expressly agreed that any and all property covered by the foregoing description shall be considered as fixtures and appurtenances constituting part of the real property of the Company.

And there is included herein particularly, but not to the exclusion of any other property now owned or hereafter acquired by the Company, the following: The gas generating plants and gas storage plants of the Company constructed and to be constructed in the City of Waukegan, Lake County, Illinois, and the gas distributing systems constructed and to be constructed in the cities and villages and unincorporated communities of Waukegan, North Chicago, Lake Bluff, Lake Forest, Highland Park, Libertyville, Glencoe, Zion, Winnetka, Fort Sheridan, Highwood, Ravinia, Hubbard Woods, Deerfield, Half Day, Prairie View, Bannockburn, Aptakisic, Diamond Lake, Mundelein, Everett, Rondout, Grays Lake, Gages Lake, Druce Lake, Gurnee, Wadsworth, Beach, Rosecrans, Winthrop Harbor and Russell in the State of Illinois, and the gas trunk transportation lines constructed and to be constructed connecting said above mentioned points or any of them.

4. The by-products coke oven plant of the Company located upon the real estate hereinbefore described under Tract J. and any such plant hereafter constructed or acquired and used or to be used in the manufacture or production of gas, together with all the buildings, constructions, erections, machinery, tools, apparatus, facilities, appliances, instruments and equipment in any way appertaining to such existing plant and future plants, including particularly, but not exclusively, all coke ovens, coke bins, coal cars, coke cars, pusher machines, mixers, coal-handling machinery, coke-handling machinery, producers, storage facilities, coke-crushing and conveying and/or elevating equipment, mixer bins, belts, engines, pumps, tanks, quenching stations, stilling basins, coke-

cooling apparatus, docks, wharves, feeders, screens, crushers, loading an unloading equipment, gas-treating apparatus, tar and ammonia storage facilities, boilers, piping, water supply equipment, electric wiring yard switch tracks, coal tracks, sewers, drains, bunkers, cranes, service buildings, offices, warehouses and machine shops, it being hereby expressly ordered that any and all property covered by the foregoing description shall be considered as fixtures and appurtenances constituting part of th real property of the Company.

5. All easements, rights, powers, privileges, franchises, licenses, immunities and concessions of the Company whether granted by virtue of its charter or by legislative act, or by virtue of the acts, resolutions, concessions, ordinances, contracts or grants of any municipality or political subdivision, now owned or hereafter to be acquired by the Company, including not only all such easements, rights, powers, privileges, franchises, licenses, immunities and concessions to lay, maintain and repair pipes and pipe lines and to vend gas within the limits of any incorporated or unincorporated community, but also all rights of way for trunk and connecting lines for the transportation and distribution of gas, and there is included herein (but not to the exclusion of any other property now owned or hereafter acquired by the Company) the franchises and easements owned by the Company for the distribution of gas and the laying, maintenance and removal of pipes and mains for that purpose in the cities, villages and incorporated communities mentioned in the preceding paragraph numbered 3 hereof and all franchises and easements now possessed by the Company for the laying, maintenance and removal of gas trunk transportation lines connecting said points. And the Company further assigns and conveys to the Trustee all of its right, title and interest in and to any and all other property of every name and nature (including excepted property) which may from time to time hereafter by delivery or writing of any kind, for the purposes hereof, be conveyed, mortgaged, pledged, transferred or assigned by the Company, or by any person, firm or corporation in behalf of the Company, to the Trustee, which is hereby authorized to receive any such property at any and all times as and for additional security, and also when and as herein

after provided as substitute security, for the payment of the bonds and to hold and apply all such property subject to the terms hereof. Default in payment of any of said bonds to render the principal of all bonds due.

The Company may at any time and from time to time sell or otherwise dispose of any other property of the Company which shall be subject to the lien of the Indenture, and the Trustee shall release the same from the lien hereof, upon receipt by the Trustee of the following:

1. A copy of a resolution of the Board of Directors of the Company reasonably identifying and requesting the release of, the property to be released.

2. A certificate signed by the President or a Vice-President of the Company, and also by an engineer or engineers, which certificate:

(a) Shall state that the Company has sold or otherwise disposed, or has contracted to sell or otherwise dispose of, the property to be released, describing the same in reasonable detail and stating the fair value thereof, as of a date within 90 days prior to the delivery to the Trustee of the copy of the resolution required by paragraph 1 of this section, as determined by such engineer;

(b) Shall show in reasonable detail the amount and character of the consideration to be received by the Company for the property to be released, which consideration, subject to the provisions of this section, may be cash, purchase money obligations secured by first lien upon the property to be released and/or other property constituing bondable property.

(c) If all or any part of such consideration shall consist of purchase money obligations secured by first lien upon the property to be released shall state that such purchase money obligations are subject to no liens of record for the payment of money except permitted encumbrances and liens and prepaid liens, that the principal amount of such purchase money obligations does not exceed 75% of the fair value of such property as stated in the certificate, and that such purchase money obligations constitute the entire amount of the purchase money obligations secured by lien upon such property, and that the principal amount of all such purchase money obligations, together with the principal amount of all

other purchase money obligations, if any, then held by the Trustee and secured by lien upon property previously released does not exceed in the aggregate 15% of the principal amount of the bonds then outstanding under this Indenture.

(d) If all or any part of the consideration to be received by the Company for the property to be released shall consist of other property, shall reasonably indentify and shall show the fair value to the Company of such other property as of a date within 90 days prior to the delivery to the Trustee of the copy of the resolution required by paragraph 1 of the section, as determined by the engineer signing the certificate, and shall state that such other property is bondable property.

(e) Shall show that the consideration to be received by the Company for the property to be released, taking any purchase money obligations included in such consideration at their face value, and any property to be included in such consideration at the fair value thereof to the Company, as of a date within 90 days prior to the delivery to the Trustee of the copy of the resolution required by paragraph 1 of this Section as shown by said certificate, is not less than the fair value, as shown by said certificate, of the property to be released.

(f) Shall state that the retention of the property to be released is no longer desirable in the conduct of the business of the Company or that other property to be acquired in the case of exchange, is not less suited to the needs of the business of the Company than the property to be released, and that the security hereby afforded will not be impaired by such release.

(g) Shall state on behalf of the officers of the Company signing the certificate that in their opinion all conditions and requirements of the Indenture relating to the release of property have been complied with; and if the fair value of the property to be released as described in the certificate and of all other property released since the commencement of the then current calendar year (as set forth in said certificate) is 10 per centum or more to the aggregate principal amount

of bonds then outstanding, then a certificate of an independent engineer shall be furnished with respect to the fair value, within 90 days prior to the delivery to the Trustee of the copy of the resolution required by paragraph 1 of this section, of the property to be released (but such engineer need not be an independent engineer if the fair value of the property to be released (as set forth in the certificate) is less than $25,000 or less than 1 per centum of the aggregate principal amount of bonds then outstanding); and

If the acquisition of any purchased property is to be made, in whole or in part, the basis for the release of the property to be released, a certificate of an independent engineer shall be furnished with respect to the fair value to the Company, within 90 days prior to the delivery to the Trustee of the copy of the resolution required by paragraph 1 of the section, of such purchased property.

Any and all certificates furnished pursuant to the provisions of this subdivision 2 shall contain the statements required by Section 1 of Article XVII hereof.

3. Any money and /or purchase money obligations stated in said certificate to have been or to be received in consideration for the property to be released, or the certificate of the Trustee under any mortgage constituting a prior lien upon the property to be released stating that it has received such money and/or purchase money obligation and, if real estate or other property is included in the consideration for the property to be released, such deeds or other instruments of conveyance, assignments, transfer or release as are sufficient, in the opinion of counsel, to subject the same to the lien of this indenture with at least the same degree of priority which is possessed as a lien on the property to be released, or an opinion of counsel to the effect that no such deeds or other instruments are necessary to vest in the Company the consideration received or to be received for such sale or exchange or to subject the same to the lien of the Indenture in the manner stated;

4. An opinion of counsel containing the statements required by Section

1 of Article XVII hereof, and stating in effect that in his opinion any purchase money obligations included in such consideration and the mortgage or other instrument securing the same are valid instruments and that such mortgage or other instrument constitutes a first lien upon the property released subject to no lien or encumbrance prior in lien thereto, except permitted encumbrances and liens and prepaid liens; that any deeds or instruments required by paragraph 3 above are sufficient to meet the requirements of said paragraph (or that no such deeds or instruments are required by said paragraph); that, in the event any moneys and/or purchase money obligations received in consideration for the property requested to be released have been deposited with the Trustee under any mortgage stated to constitute a prior lien upon the property to be released; and that all conditions and requirements of the Indenture relating to the release of the property requested to be released have been complied with; and

5. A certified copy of a certificate or order of each public service commission or other governmental agency of the United States of America, or of any state or states thereof, if any, then having jurisdiction in the premises, together with an opinion of counsel to the effect that such certificates or orders are such as are required to be obtained in connection with the sale, exchange or other disposition of the property to be released and that no certificate, consent or authorization of any other such commission or agency is required therefor or for the release of said property or in the alternative, an opinion of counsel to the effect that no certificate, consent or authorization of any such commission or agency is required in the premises.

Any new property acquired by the Company by exchange, purchase or otherwise to take the place of any property released hereunder, shall forthwith and without further conveyance be and become subject to the lien of and be covered by this Indenture, but if requested by the Trustee, the Company shall convey the same to the Trustee by proper deeds upon the trusts and for the purposes of this Indenture.

First party covenants to pay all taxes and assessments and keep building insured.

Signed and acknowledged by North Shore Gas Company, by A. C. Winters,

Vice President, and William B. Baehr, Secretary, under its corporate seal.

Signed and acknowledged by Continental Illinois National Bank and Trust Company of Chicago, by F. E. Musgrove, Vice President, and E. J. Clausse Secretary, under its corporate seal.

Acknowledged December 20, 1941, by North Shore Gas Company, as aforesaid before Roman Herr, Notary Public, Cook County, Illinois.

Acknowledged December 22, 1941, by Continental Illinois National Bank and Trust Company of Chicago, as aforesaid, before H. J. Groener, Notary Public, Cook County, Illinois.

(For further particulars as to this instrument, we refer to the record).

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5. NOTE:-We do not show, nor do we certify, in this abstract or continuatio of abstract, to the payment of the general taxes, nor to the unpai forfeitures on any other description whatsoever, other than to the one hereinafter set out.

6. NOTE:-General taxes for the year 1946 levied on S 42.24 A of that pt N 1/2 Sec 22 lying N of S 543.06 ft sd N 1/2 & betwn Lake Mich & cen line of Main Channel of Wkgn Harbor ext'd Nly - pt N 1/2 Sec 22-45-12 (42.24 acs) amounting (as extended on the Collector's 1946 book) to $18,845.64 and assessed to North Shore Coke & Chem. Co. remain unpaid of record.

We have made no examination for suits filed in the District Court of the United States for the Northern District of Illinois, or proceedings in Bankruptcy in said Court or in any Federal Court.

We have examined our indices to and the records of instruments recorded in the Recorder's Office of Lake County, Illinois, the records of courts of record in said County for proceedings had therein, and the record of tax sales affecting the title to the premises described in the caption hereto and certify that since October 2, 1941 there are:-

No instruments of record in said Recorder's Office, nor court proceedings had in said courts, affecting the title to said premises, except as noted.

No judgments nor transcripts of judgments of record in said County against, nor notices of revenue liens to or against North Shore Coke and Chemical Company, a corporation of Chicago, Illinois, since October 2, 1941 and prior to December 24, 1941, and none against North Shore Gas Company, a corporation, at any time,

unsatisfied of record, which are liens on said premises, ~~except~~ ~~as noted~~

Note: We make no search for judgments or proceedings in United States Courts not filed in Lake County, Illinois.

No notices of claims for mechanics' liens filed against said premises since October 2, 1941 which remain unreleased of record, ~~except as noted~~

No tax sales or forfeitures of said premises appearing on record since October 2, 1941 which are not marked cancelled, paid or redeemed, ~~except as noted~~

No special assessments against said premises confirmed by a court of record since October 2, 1941 which now stand confirmed and in force and unpaid of record, ~~except as noted~~

This abstract of title consists of seventeen (17) pages, and six (6) entries, numbered 1 to 6 inclusive.

Dated at Waukegan, Lake County, ~~Illinois~~, this fifth (5th) day of June A. D. 1947.

ILLINOIS TITLE COMPANY
By

Vice President.

UNIFORM CERTIFICATE

ILLINOIS TITLE ASSOCIATION

FORM NUMBER

THREE

MEMBER AMERICAN TITLE ASSOCIATION

Copyright 1935 by Illinois Title Association

No. 105750 Book 516 Page 557

ABSTRACT of TITLE

TO

Pt of the NW qr of Sec 22, Twp. 45
N. R. 12 E of the 3rd P. M.,

in

Lake County, Illinois

FOR

ILLINOIS TITLE COMPANY

Successors to

Lake County
Title & Trust Company

and

Security Title & Trust Company

ABSTRACTS OF TITLE
TITLE GUARANTEE POLICIES

26 North Utica Street

WAUKEGAN : : ILLINOIS

Abstract of Title

to

That part of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., in Lake County, Illinois, described as follows: Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., in Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 fe to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees and 12 minutes and 10 secon with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees 1 minute and 15 seconds with last described course extended East 417.44 feet to the place of beginning; thence East parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22 and making a South Easterly angle of 119 degrees 58 minutes and 45 seconds with la described course, 1389.49 feet, more or less, to a point on shore line of Lake Michigan (this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby described being the said first course, (this course along said shore line to be known as the second course), said shore line being approximately as follows: Runnir Northerly and making a North Westerly angle of 88 degrees and 55 minut with said first course 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of

4 degrees 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees 52 minutes 45 seconds with last described course extended Northerly 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course) the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course (being the said third course) 1430.2 feet to a point (this course to be known as the fourth course); thence continuing South Westerly and making angle of 19 degrees 27 minutes and 9 seconds with last described course, extended Southerly, (being the fourth course), 16.03 feet to the place of beginning, (this course to be known as the fifth course).

Last examination made by us, dated June 5, 1947.

1.	Continental Illinois National Bank and Trust Company of Chicago, as Trustee, to North Shore Gas Company, its successors and assigns. Doc. 621339.	Release. Dated December 1, 1941, and Recorded July 14, 1947, in Book 821 of Records, page 527. Sets forth that, North Shore Gas Company (hereinafter called the "Company"), a corporation of Illinois, has executed,

acknowledged and delivered to Continental Illinois, National Bank and Trust Company of Chicago, a National Banking Association, organized and existing under the laws of the United States of America, as Trustee, its certain Indenture dated December 1, 1941 (hereinafter called the "Indenture") conveying all of the properties, rights, privileges and franchises then owned by the Company, or thereafter to be acquired by it to said Trustee, for the purpose of securing its First Mortgage 4½% Bonds Series A, due December 1, 1961, issued and to be issued thereunder (which Indenture was filed for record on December 23, 1941 as Doc. 506876 and was recorded in Book 642 of Mortgages, page 15); and

2.

That the Company has complied with the provisions of the Indenture with respect to the release of the hereinafter described property and is entitled to the release of the hereinafter described property from the lien of the Indenture.

Now, therefore, in consideration of the premises and $1.00 paid to the Trustee, the first party hereby releases, conveys and quit claims unto second party all of the right, title and interest which it, the said Trustee, may have acquired under and by virtue of the Indenture in and to the property described as follows: That part of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., in Lake County, Illinois, described as follows: Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly, making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly making a North Easterly angle of 60 degrees 1 minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a South Easterly angle of 119 degrees 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less, to a point on the shore line of Lake Michigan (this course to be known as the first course); thence North Westerly, with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property, hereby conveyed being the said first course (this course along said shore line to be known as the second course) said shore line being approximately as follow running Northerly and making a North Westerly angle of 88 degrees and 55

minutes with said first course, 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easte with and along said shore line and making a North Easterly angle of 4 degrees 52 minutes and 45 seconds with last described course extended Northerly, 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point, (this course to be known as the third course) the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last described course, (being the said third course) 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees 27 minutes and 9 seconds with last described course extended Southerly (being the fourth course) 16.03 feet to the point of beginning, (this course to be known as the fifth course) together with all accretions thereto and the riparian rights appurtenant thereto, but subject to any right, title and interest of the Elgin, Joliet and Eastern Railway Company in and to the steel rails, ties and switches and other materials of the railroad track upon said premises.

Together with the by-products coke, oven plant located, upon the real estate hereinbefore described, together with all the buildings, constructions, erections, machinery tools, apparatus, facilities, appliances, instruments, and equipment in any way appertaining to such existing plant and future plants, including particularly but not exclusively all coke, ovens, coke bins, coal cars, coke cars, pusher machines, mixers, coal-handling machinery, coke-handling machinery, producers, storage facilities coke-crushing and conveying and/or elevating equipment, mixer, bins, bel engines, pumps, tanks, quenching stations, stilling basins, coke-cooling apparatus, docks, wharves, feeders, screens, crushers, loading and unloading equipment, gas-treating apparatus, tar and ammonia storage facilities, boilers, piping, water supply equipment, electric wiring yard switch tracks, coal tracks, sewers, drains, bunkers, cranes, service buildings, offices, warehouses and machine shops.

The foregoing described real estate is the same real estate which is designated as "Tract J" in the granting clause of the Indenture, but the

incorrectly described as follows: "Tract J". Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., Waukegan Township, Lake County, Illinois; thence North Easterly making a North East angle of 89 degrees 29 minutes with the East and West center line of said Section 22 to a point on the North line of City Street, 66 feet from, measured at right angles the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly, with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East parallel to and 181.47 feet fro measured at right angles, the said center line of Section 22, 373.61 fee to a point; thence North Easterly making a North East -; thence North Westerly, with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, t South line of the property hereby conveyed, being the said first course, (this course along said shore line to be known as the second course). Said shore line being approximately as follows: running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly, continuing along said shore line and making a North Easterly angle of 4 degrees, 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly, with and along said shore line and making a North Easterly angle of 4 degrees, 52 minutes and 45 seconds with last described course, extended Northerly, "five hundred seventy-three and sixty - erly" angle of 60 degrees, 1 minu and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to and 543.06 feet from, measured at right angles, the said center line of Section 22 and making a South Easterly angle of 119 degrees, 58 minutes and 45 seconds with last cribed course, 1389.49 feet, more or less, to a point on the shore line of Lake Michigan (this course to be known as the first course); 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point (this course to be known as the third course), the last described course also being parallel to and 1420 feet North of, measure

at right angles, the South line of property herein described; thence South Westerly, making a South Easterly angle of 100 degrees, 31 minutes and 36 seconds with last described course, (being the said third course), 1430.2 feet to a point (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees, 27 minutes and 9 seconds with last described course extended Southerly, (being the fourth course), 16.03 feet to the point of beginning, (this course to be known at the fifth course), * * *".

This release, however, shall not include any property other than the property specifically described herein and all other properties of the Company mortgaged under the Indenture shall remain subject to the lien thereof as heretofore provided.

This instrument of partial release may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

Signed and acknowledged by first party by F. E. Musgrove, Vice President, and V. P. Nelson, Assistant Secretary, under its corporate seal.

Acknowledged July 14, 1947, before H. J. Groener, Notary Public, Cook County, Illinois.

2. NOTE:-Recorded July 14, 1947 as Doc. 621338 in Book 821 of Records, page 479 is a copy of an order by the Illinois Commerce Commission of the State of Illinois, in the matter of the application of North Shore Gas Company for consent to and approval of an agreement for the Sale by North Shore Gas Company of its coke oven plant located in the City of Waukegan, Illinois and for the consent to and approval of the sale and conveyances provided for by the said agreement No. 35298 made June 26, 1947, in which it is ordered that

That the consent, approval and authorization of the commission be and the same are hereby granted to the agreement.

That the consent, approval and authorization of the commission be and the same are hereby granted to North Shore Gas Company to sell and convey said coke oven plant as described in the agreement to Waukegan Coke Corporation for the consideration of $650,000.00.

That the consent, approval and authorization of the Commission be and the same are hereby granted to North Shore Gas Company to conve and transfer said Coke Oven Plant and other property to be sold

and conveyed as described in and in accordance with the terms and provisions of the agreement to Waukegan Coke Corporation, by executing, acknowledging and delivering to said corporation such deed or deeds of conveyance, bill or bills of sale and other instrument or instruments of transfer or assignment as may be appropriate, proper or desirable.

That the jurisdiction of the commission is hereby retained with respect to the manner and details of the plan of amortization as to said Coke Oven Plant.

That North Shore Gas Company be and hereby is authorized to execute all instruments and to perform all acts necessary to give effect to the prayer contained in said verified petition of North Shore Gas Company filed in this matter on June 25, 1947, and that all of said instruments and all of said acts are hereby consented to, approved and authorized.

Approved is a Certificate dated June 26, 1947, by Joseph F. Bubbins, Secretary, Illinois Commerce Commission of the State of Illinois, who hereby (under seal of said office) certifies that he is Secretary of said Illinois Commerce Commission of the State of Illinois and keeper of the records of said Commission. That the "above" and "foregoing" is a true, correct and complete copy of order made and entered of record by said commission on June 26, 1947.

North Shore Gas Company, an Illinois Corporation having its principal office at 200 Madison Street, Waukegan, Illinois,	Warranty Deed. Dated June 28, 1947, and Recorded July 14, 1947, in Book 821 of Records, page 524.
3. to	Considn. $1.00 and other good and valuable consideration and pursuant to authority given by the Board of Directors of said corporation, under a resolution thereof adopted June 25, 1947;
Waukegan Coke Corporation, a Delaware Corporation authorized to do business in Illinois.	
Doc. 621340. Stamp $364.65.	

Conveys and warrants the following described real estate, to-wit: Commencing at the South West corner of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M., Waukegan Township, Lake County,

Illinois; thence North Easterly making a North East angle of 89 degrees and 29 minutes with the East and West center line of said Section 22, to a point on the North line of City Street 66 feet from, measured at right angles, the East and West center line of said Section 22; thence East with and along the North line of said City Street, parallel to the East and West center line of said Section 22, 585.37 feet to a point on the North Westerly line of Harbor Street; thence North Easterly with and along said North Westerly line of Harbor Street and making a North Easterly angle of 75 degrees 12 minutes and 10 seconds with last described course extended East 119.43 feet to a point; thence East, parallel to and 181.47 feet from, measured at right angles, the said center line of Section 22, 373.61 feet to a point; thence North Easterly, making a North Easterly angle of 60 degrees 1 minute and 15 seconds with last described course extended East 417.44 feet to the point of beginning; thence East parallel to, and 543.06 feet from, measured at right angles, the said center line of Section 22, and making a South Easterly angle of 119 degrees 58 minutes and 45 seconds with last described course, 1389.49 feet, more or less to a point on the shore line of Lake Michigan(this course to be known as the first course); thence North Westerly with and along said shore line to an intersection with a line running parallel with and 1420 feet North of, measured at right angles, the South line of the property hereby conveyed, being the said first course (this course along said shore line to be known as the second course) said shore line being approximately as follows: running Northerly and making a North Westerly angle of 88 degrees and 55 minutes with said first course, 179.16 feet to a point; thence North Easterly continuing along said shore line and making a North Easterly angle of 4 degrees 59 minutes and 15 seconds with last described course extended Northerly 675.5 feet to a point; thence continuing North Easterly with and along said shore line and making a North Easterly angle of 4 degrees 52 minutes and 45 seconds with last described course extended Northerly, 573.67 feet to a point (end of description of shore line); thence West 1250.39 feet to a point, (this course to be known as the third course) the last described course also being parallel to and 1420 feet North of, measured at right angles, the South line of property herein described; thence South Westerly making a South Easterly angle of 100 degrees 31 minutes and 36 seconds with last

described course, (being the said third course) 1430.2 feet to a point, (this course to be known as the fourth course); thence continuing South Westerly and making a South Westerly angle of 19 degrees 27 minutes and 9 seconds with last described course extended Southerly (being the fourth course), 16.03 feet to the point of beginning, (this course to be known as the fifth course) together with all accretions thereto and the riparian rights appurtenant thereto, but subject to any right, title and interest of the Elgin, Joliet and Eastern Railway Company in and to the steel rails, ties and switches and other materials of the railroad track upon said premises and together with an easement for the purposes of ingress and egress between the property described herein and the public streets of the City of Waukegan granted by the Elgin, Joliet and Eastern Railway Company in the deed dated March 14, 1927 and recorded March 16, 1927 in Book 262 of Deeds, page 610 as Doc. 295717 and together with the buildings, structures, erections and constructions on the above described real estate and all and singular the tenements, hereditaments and appurtenances thereon belonging or in any way appertaining, in Waukegan, Lake County, Illinois.

The foregoing tract is conveyed subject to general taxes for the year 1947 and thereafter and to zoning and building ordinances, the existing channel across said premises and to all the terms, conditions and covenants contained in the Deed of Elgin, Joliet and Eastern Railroad Company dated March 14, 1927 (recorded March 16, 1927 in Book 262 of Deeds, page 610 as Doc. 295717) conveying said premises to William A. Baehr, the obligations thereof the North Shore Coke and Chemical Company (a Delaware Corporation) assumed as grantee in the Deed of the said William A. Baehr and Mabel S. Baehr, his wife, dated March 14, 1927 (recorded March 16, 1927 in Book 262 of Deeds, page 608, as Doc. 295716) as modified or discharged by (i) a certain deed from said corporation to the City of Waukegan, Illinois, dated October 27, 1927 (recorded April 22, 1929 in Book 335 of Deeds, page 582 as Doc. 335250) conveying a strip of land 100 feet in width across said property; (ii) a certain deed from the City of Waukegan, Illinois, to said corporation dated July 30, 1935 (recorded July 31, 1935 in Book 413 of Deeds, page 277 as Doc. 415306) reconveying the said strip of land 100 feet in width to the Coke Company and (iii) a

certain deed from said corporation to the City of Waukegan, Illinois, dated July 31, 1935 (recorded August 2, 1935 in Book 413 of Deeds, page 288 as Doc. 415382) conveying a perpetual easement to the City of Waukegan, to maintain and use a roadway on and along a strip of land 50 feet in width across the above described premises.

Signed and acknowledged by first party by A. W. Conover, President, and C. J. Mulholland, Secretary, under its corporate seal.

Acknowledged June 28, 1947, before Harry F. Luther, Notary Public, Lake County, Illinois.

Waukegan Coke Corporation, a Delaware Corporation duly authorized to do business in Illinois, to North Shore Gas Company, an Illinois Corporation, of 209 Madison Street, Waukegan, Illinois, its successors and assigns. Doc. 621388.	Grant. Dated June 28, 1947, and Recorded July 14, 1947, in Book 821 of Records, page 593. Considn. $1.00 and other good and valuable consideration; Grants a perpetual easement over the following described premises for the purpose of maintaining gas transmission

4.

lines, said premises being described as follows: A strip of land 10 feet in width lying 5 feet on each side of the following described center line Commencing at a point which is 2485 feet East of and 543.06 feet North of the South West corner of the North West quarter of Section 22, Twp. 45 N. R. 12 East of the 3rd P. M.; running thence North Easterly to a point 21.4 feet East and 408.3 feet North of the place of beginning; thence North Easterly to a point 59.4 feet East and 891.3 feet North of the place of beginning; thence North Easterly to a point 1420 feet North and 137.4 feet East of the place of beginning, said line being designated as "permanent easement" on the plat hereto attached upon the following terms and conditions:

1. It is understood and agreed that the title to the transmission lines in the premises described shall at all times remain in the North Shore Gas Company, its successors and assigns, together with the right at any time to replace or remove all or any part thereof.

2. All work in connection with the maintaining, renewing and repairing of said transmission mains and all other equipment therewith including

10.

replacements caused by the utilization of first party's property, shall be performed by and all cost and expense to be incurred shall be borne by and paid by North Shore Gas Company, its successors and assigns. All work done shall be in accordance with accepted practices for such services and shall meet local conditions applicable to design and construction.

3. Second party, its successors and assigns shall at all times indemnify and hold harmless first party, its successors and assigns, against any cost, expenses, suits, loss, damage, injury or liability of any kind whatsoever, arising out of the construction, maintenance and use of the right herein granted.

4. It is understood that the easement herein granted is subject to the terms and conditions of roadway easements heretofore granted over the same premises.

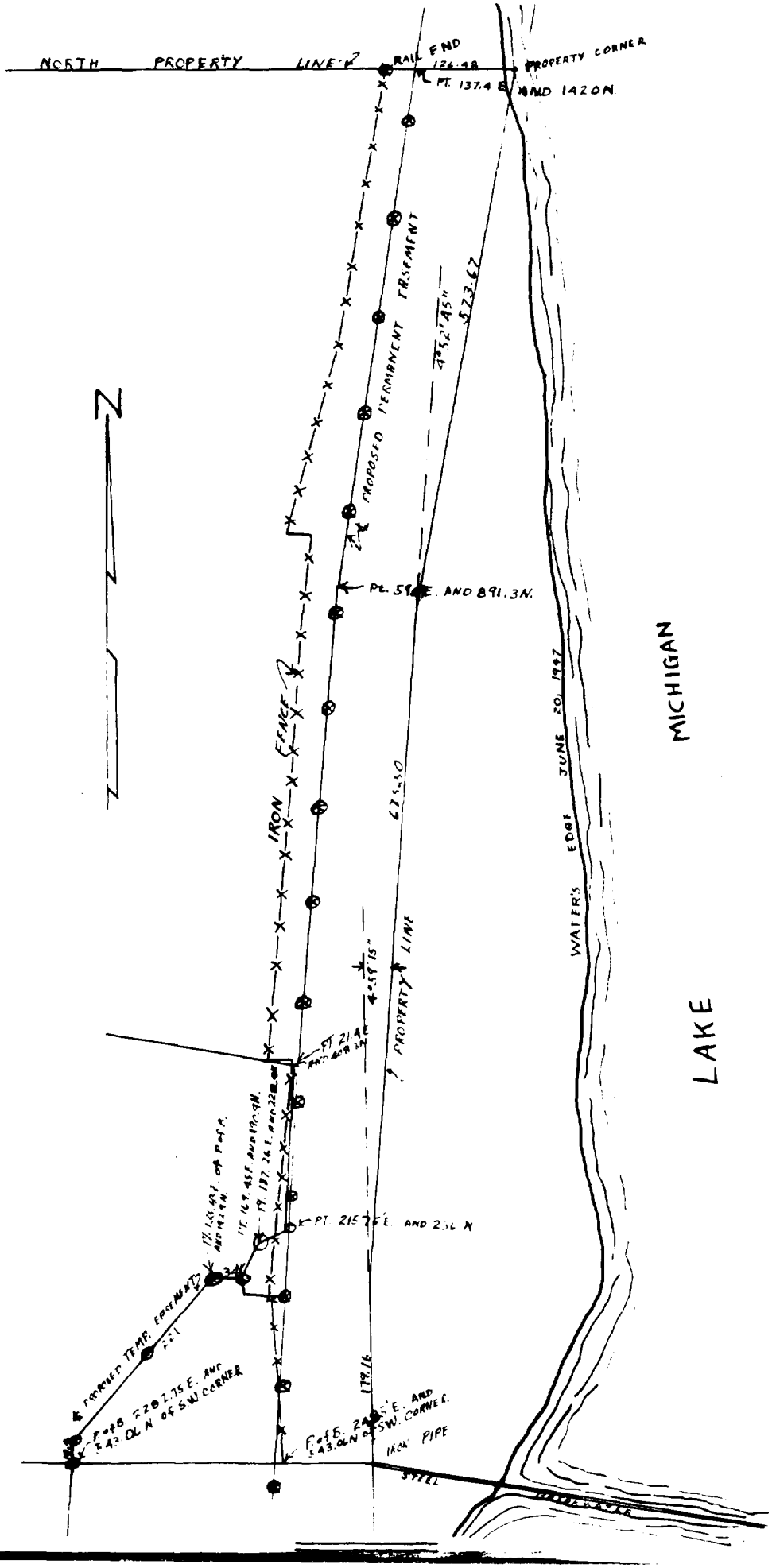
Signed and acknowledged by first party by Thomas C. Strachan, Jr., President, and Walter I. Deffenbaugh, Secretary, under its corporate seal

Signed and acknowledged by second party by A. W. Conover, President, and C. J. Mulholland, Secretary, under its corporate seal.

Acknowledged June 28, 1947, by second party as aforesaid, before Harry F. Luther, Notary Public, Lake County, Illinois.

Acknowledged June 30, 1947, by first party as aforesaid, before Doris B. Wayland, Notary Public, Cook County, Illinois.

(Plat attached is as follows):


NORTH PROPERTY LINE
RAIL END
126.48
PROPERTY CORNER
PT. 137.4 E AND 1420N
PROPOSED PERMANENT EASEMENT
4°52'45"
573.67
N
PT. 59 E. AND 891.3N.
IRON FENCE
675.50
4°59'15"
PROPERTY LINE
PT. 21 AE
PT. 215.75 E. AND 236 N
PROPOSED TEMP. EASEMENT
179.16
IRON PIPE
STEEL
WATER'S EDGE JUNE 20, 1947
MICHIGAN
LAKE

5.

12.

6. NOTE:-We do not show nor do we certify in this abstract or continuation of abstract to the payment of the general taxes nor to the unpaid forfeitures on any other description whatsoever, other than to the one hereinafter set out.

7. NOTE:-General taxes for the year 1946 levied on S 42.24A of that pt N 1/2 Sec 22 lying N of S 543.06 ft sd N 1/2 & btwn Lake Mich & cen line of Main Channel of Wkgn Harbor Ext'd Nly pt N 1/2 Sec 22-45-12 amounting (as extended on the Collector's 1946 book) to $18,845.64 and assessed to North Shore Coke & Chem. Co. are marked on the said book as having been paid June 30, 1947 by North Shore Coke & Chem. Co.

We have made no examination for suits filed in the District Court of the United States for the Northern District of Illinois, or proceedings in Bankruptcy in said Court or in any Federal Court.

We have examined our indices to and the records of instruments recorded in the Recorder's Office of Lake County, Illinois, the records of courts of record in said County for proceedings had therein, and the record of tax sales affecting the title to the premises described in the caption hereto and certify that since June 5, 1947 there are:-

No instruments of record in said Recorder's Office, nor court proceedings had in said courts, affecting the title to said premises, except as noted.

No judgments nor transcripts of judgments of record in said County against, nor notices of revenue liens to or against North Shore Gas Company, a corporation, since June 5, 1947 and prior to July 15, 1947, and none against Waukegan Coke Corporation, a Delaware corporation, at any time,

unsatisfied of record, which are liens on said premises, ~~except~~

Note: We make no search for judgments or proceedings in United States Courts not filed in Lake County, Illinois.

No notices of claims for mechanics' liens filed against said premises since June 5, 1947 which remain unreleased of record, ~~except~~

No tax sales or forfeitures of said premises appearing on record since June 5, 1947 which are not marked cancelled, paid or redeemed, ~~except~~

No special assessments against said premises confirmed by a court of record since June 5, 1947 which now stand confirmed and in force and unpaid of record, ~~except~~

This abstract of title consists of fourteen (14) pages, and six (6) entries, numbered 1 to 6 inclusive.

Dated at Waukegan, Lake County, Illinois, this fourteenth (14th) day of July A. D. 1947.

ILLINOIS TITLE COMPANY
By [signature]
Vice President.

UNIFORM CERTIFICATE
ILLINOIS TITLE ASSOCIATION
FORM NUMBER
THREE
MEMBER AMERICAN TITLE ASSOCIATION
Copyright 1935 by Illinois Title Association

No. 105960 Book 518 Page 442

ABSTRACT of TITLE

TO

Prt of the NW qr of Sec 22, T 45 N R 12 E of the 3rd P. M.,

in

Lake County, Illinois

FOR

ILLINOIS TITLE COMPANY

Successors to

Lake County
Title & Trust Company

and

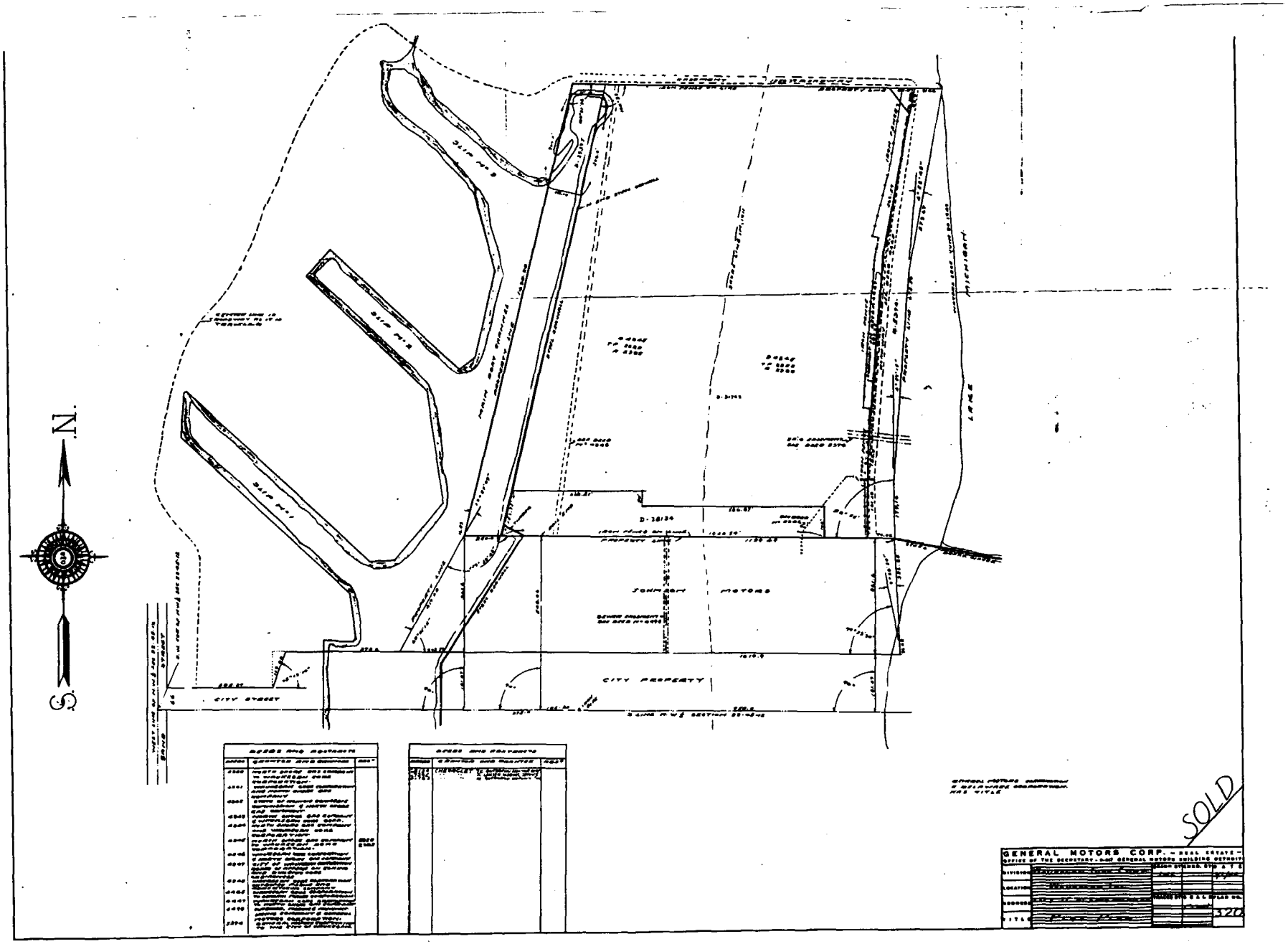
Security Title & Trust Company

ABSTRACTS OF TITLE
TITLE GUARANTEE POLICIES

26 North Utica Street

WAUKEGAN : : ILLINOIS

ILL. FORM 10 2M 4-47 W.E.


N
S
SLIP No. 1
SLIP No. 2
SLIP No. 3
CITY STREET
CITY PROPERTY
JOHNSON MOTORS
LAKE MICHIGAN
SOLD
GENERAL MOTORS CORP. - REAL ESTATE -
OFFICE OF THE SECRETARY - 2-147 GENERAL MOTORS BUILDING DETROIT
DIVISION
LOCATION
ADDRESS
TITLE
320

AIRBORNE EXPRESS®

SHIPMENT NO.
2425252 745

002425252 745

ZIP CODE
60604

SEQUENCE NO. 0008

DELIVER TO
MS. NANCY JUSTUS(SHSM-12)
U.S. ENVIR. PRO. AGENCY

230 S. DEARBORN ST.
CHICAGO IL

BENTLEY-SUPERFUND-LEG.04

ORIGIN
DTW

SHIPMENT NO.
2425252-745

SERVICE

WEIGHT(LBS.)
1 lb

HSM-R