SDMS US EPA REGION V -1

SOME IMAGES WITHIN THIS DOCUMENT MAY BE ILLEGIBLE DUE TO BAD SOURCE DOCUMENTS.

142832

LICENSES

#145-A-3

July 10, 1907.

Mr. R. H. Campbell,

Gen. Mgr., Bldg.

Dear Sir:-

Herewith I hand you four copies of description of property at Wankegan leased to the Western Coal & Dock Co. upon which there are water mains belonging to the City of Waukegan and for which easement is desired.

Yours truly,

8-1405-90-5 Waukegan #145-A-3

WHEREAS, the ELGIN, JOLIET & EASTERN RAILWAY COMPANY is the owner of the premises hereinafter described, and the WESTERN COAL & DOCK COMPANY is the lessee of said premises;

NOW THEREFORE, the said Elgin, Joliet & Eastern Railway Company and said Western Coal & Dock Company hereby severally authorize and license the City of Waukegan to lay down, maintain and operate water mains across their property as hereinafter described:

One hundred eighty-eight (188) lineal feet of six (6) inch water pipe more or less over and across the following described property:

Commencing at a point three hundred (300) feet east and sixty-six (66) feet north of the southwest corner of the northwest quarter of Section twenty-two (22), Township forty-five (45) north Range Twelve (12) east of the 3rd P.M., running thence east parallel to and sixty-six (66) feet north of the east and west center line of said Section, two hundred ninety (290) feet more or less to a point on the west line of land owned or controlled by the City of Waukegan; which line is parallel to and fifty (50) feet west of the west line of land belonging to the United States; thence in a northeasterly direction parallel to and fifty (50) feet from said government line to a point where the north government line, if extended west, would intersect said point; running thence easterly on the north line of the government land two hundred thirteen and eight tenths (213.8) feet to a point; thence in a northerly direction one hundred fifty-six (156) feet more or less to a point on the south line of proposed slip seven hundred thirty-five (735) feet southeasterly from a point, which point is seven hundred ninety-six and six tenths (796.6) feet north and two hundred forty (240) feet east from said southwest corner of the northwest quarter of said Section; running thence west forty (40) degrees and four (4) minutes north on the south line of said proposed slip to the last described point; thence south parallel to and two hundred forty (240) feet distant from the west line of said northwest quarter three hundred twelve and eight tenths (312.8) feet; thence east sixty (60) feet; thence south four hundred seventeen and eight tenths (417.8) feet to the

place of beginning.

Also two hundred forty (240) lineal feet more or less of six (6) inch water pipe over and across the following described property:

Beginning at a point marked by a tack driven in a notch in north bulk head near the intersection of north and west bulk head lines of Elgin, Joliet & Eastern Railway Company's Slip No. 1 at Waukegan, nine hundred sixty-six and eighty-six hundredths (966.86) feet north and two hundred thirty-nine and fifty-eight hundredths (239.58) feet east of the southwest corner of the northwest quarter of Section Twenty-two (22), Township Forty-five (45) north, Range Twelve (12) East of the 3rd P.M., County of Lake and State of Illinois; thence southeasterly along the north line of said slip or dock line produced eight hundred seventy-five (875) feet; thence northeasterly at right angles to the previous course three hundred (300) feet to a stake; thence northwesterly at right angles to the second course and parallel to said north line of said dock produced eight hundred seventy-five (875) feet to a stake; thence southwesterly at right angles to the third course three hundred (300) feet to the place of beginning; all as indicated in red upon plat hereto attached and made a part hereof.

This license is executed upon the express condition that, and the said City of Waukegan does expressly covenant and agree that;

1. Said City of Waukegan will, before entering upon the premises of the said Railway Company and the Dock Company for the purpose either of the construction or repair of said water pipe, give five (5) days notice in writing to the said Railway Company and said Dock Company of its intention so to do to the end that they may properly supervise such work and protect the trains operating over the tracks on said premises.

2. Said City of Waukegan will, in the construction and repair of said pipes, do such work under the direction of and to the

satisfaction of the said Railway Company and said Dock Company.

3. Said City of Waukegan will properly support and protect any railroad tracks of the said Railway Company or said Dock Company, under which it may construct said pipe, and restore the premise under which said pipe is constructed to the same condition as when said premises were in before the construction of said pipe therein.

IN WITNESS WHEREOF, the said Railway Company and said Dock Company have caused these presents to be signed by their respective Presidents, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries, and the said City of Waukegan has caused these presents to be signed by its Mayor, and its corporate seal to be hereunto affixed, attested by its City Clerk, the 17th day of August, A. D. 1903.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY

By A. F. Banks,
President

Attest: F. D. Raymond, Secretary.

WESTERN COAL & DOCK COMPANY,

By H. N. Taylor,
President

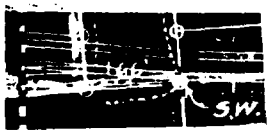
Attest: J. B. Cavanaugh, Secretary

C I T Y O F W A U K E G A N

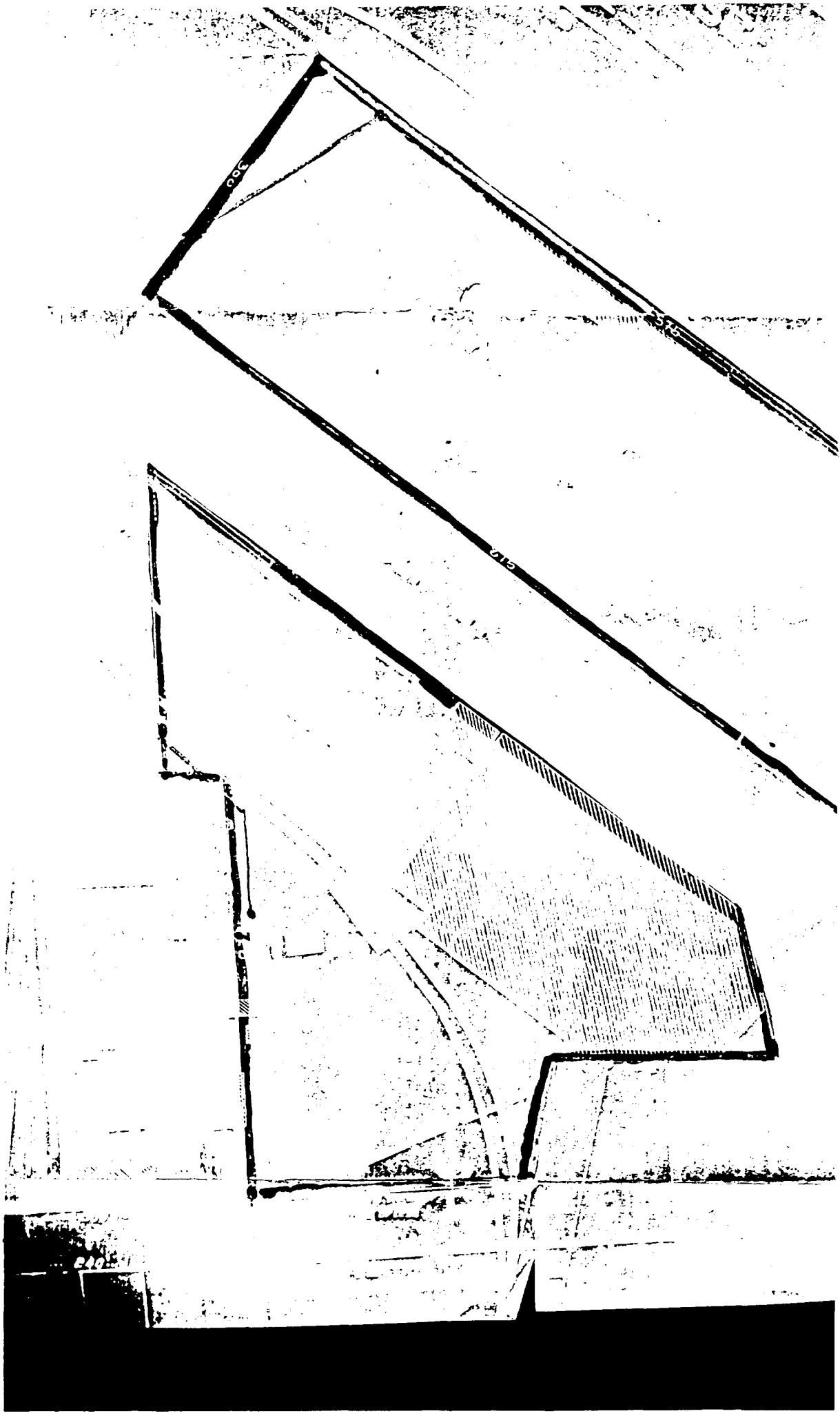
By W. W. Pearce,
Mayor

Attest: H. Thacker, City Clerk.

O.K.
K.K.K.



375
615
300



#145-A-14

THIS AGREEMENT, made and entered into this first day of October, 1954, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter referred to as the "Railway"), party of the first part, and CITY OF WAUKEGAN, ILLINOIS, a municipal corporation (hereinafter referred to as "Licensee"), party of the second part;

W I T N E S S E T H:

WHEREAS, the Railway owns, operates and maintains a standard gauge railway track leading to the General Motors Plant and to the Johnson Motors Plant in Waukegan, Illinois, which is located upon a strip of land twenty-five (25) feet in width, substantially parallel to the shore line of Lake Michigan, and which has its westerly line located one hundred twenty-five (125) feet west of said shore line, situated in the Northwest Quarter (NW 1/4) of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian, Lake County, Illinois; said twenty-five (25) foot strip being the easement strip reserved to the Railway in that certain deed to William A. Baehr dated the 14th day of March, 1927 and recorded in the Recorder's office at Waukegan, Illinois as Document 295717 in Book 262 at Page 610, and

WHEREAS, the Licensee has requested permission and authority to locate and install a twenty-four (24) inch cast iron water

main beneath said easement and track of the Railway at the location shown marked in red on the plat hereto attached and marked Exhibit "A," and

WHEREAS, the Railway is willing to permit the Licensee to locate and install said water main upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do covenant and agree as follows:

FIRST: The Railway insofar as it has the legal right so to do but without warranty hereby gives to the Licensee permission and authority to install, maintain and operate a twenty-four (24) inch cast iron water main and casing across and underneath said twenty-five (25) foot easement strip and said track at said location shown in red on Exhibit "A."

SECOND: Licensee agrees that said cast iron water main and casing and all appurtenances for the installation and operation thereof (hereinafter for convenience collectively termed "equipment") shall be constructed, installed, maintained, repaired and operated in accordance with "Specifications for Pipe Line Crossings under Railway Track," adopted in 1933, by the American Railway Engineering Association, reapproved with revisions 1954, and in a manner satisfactory to the Chief Engineer

of the Railway and at the expense of the Licensee. The Railway hereby agrees that upon request it will furnish Licensee with a copy of said Specification.

Licensee further agrees that all plans and specifications for said equipment and appurtenances and the construction, installation and location thereof shall be submitted to said Chief Engineer and that written approval thereof shall be secured from said Chief Engineer before Licensee shall commence any work in connection with the installation of said equipment upon the easement of the Railway.

THIRD: The Licensee agrees to install, maintain and operate said equipment at all times in accordance with all laws and ordinances that may be applicable thereto, and also in accordance with the rules and regulations of the proper public authorities now or at any time hereafter having jurisdiction thereof. The Licensee also agrees to reimburse the Railway for all expense which the Railway may be put to or incur at any time or from time to time by reason of the installation, maintenance, operation, repair or removal of said equipment, and each and every part thereof.

FOURTH: In case the Railway at any time shall desire any repairs to or replacements of said equipment, or any part thereof, then the Licensee shall make such repairs or replacements, as the case may be, within ten (10) days after written notice shall be

sent or given by the Railway to the Licensee so to do. In case the Licensee shall fail to make such repairs or replacements within ten (10) days after such notice is sent or given as aforesaid, then the Railway may make such repairs or replacements and the Licensee shall pay to the Railway immediately thereafter the entire cost and expense thereof.

FIFTH: The Licensee covenants and agrees to release the Railway from all claims for loss or damage to said equipment, or any part or parts thereof, however caused or occasioned, whether by the negligence of the employees of the Railway, or otherwise.

SIXTH: The Licensee covenants and agrees to indemnify, save harmless and defend the Railway from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the installation, maintenance, operation, repair, renewal, alteration in location, use, existence, leakage or removal of said equipment or any part or parts thereof.

SEVENTH: This agreement shall remain in full force and effect until termination by the Licensee by removal of said equipment or by abandonment, or by mutual agreement of the parties hereto. Failure of the Licensee to use said equipment for water main purposes for a period of six (6) consecutive months shall constitute abandonment thereof for the purposes of this agreement.

Upon the termination of this agreement in any manner aforesaid, said permission and authority herein given shall terminate and the Licensee, if requested so to do by the Railway, immediately shall remove said equipment and each and every part thereof from beneath the track of the Railway and shall restore said easement and track to a condition equal to that which existed at the time of the installation of said equipment, all at the sole cost and expense of the Licensee and Licensee shall save the Railway harmless from any damage, injury or expense caused or occasioned by or incident to such removal. If the Licensee shall fail to remove said equipment as aforesaid upon request made by the Railway so to do, the Railway shall have the right to remove all or any portion of said equipment and to restore said premises as above mentioned and the title to all of said equipment shall vest in the Railway and may be used or disposed of by the Railway in any manner which the Railway may desire. All of the costs and expenses incurred by the Railway in and by the performance of the work aforesaid shall be paid by the Licensee to the Railway. The termination of said permission and authority in any way shall not release the Licensee from any liability to the Railway which has accrued or which may accrue thereafter by reason of the violation by the Licensee of any of the covenants or agreements herein contained.

EIGHTH: It is understood and agreed that any notice or demand in this agreement provided shall be deemed to have been given or made properly if and when placed in the United States

mail, registered and addressed to the Railway at its office in the City of Chicago, Illinois, or to the Licensee at Waukegan, Illinois, as the case may be.

NINTH: It is understood and agreed that any failure by the Railway at any time, or from time to time, to enforce or require the strict keeping and performance by the Licensee of any of the terms or conditions of this agreement shall not constitute a waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

TENTH: It is covenanted and agreed by and between the parties hereto that this agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents in duplicate originals the day and year first above written.

W.E.D.

Form Approved
/s/ R. C. Stevenson
General Attorney
W.W.F.

D.H.B.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By F. V. FISHER
LAND AND TAX AGENT

CITY OF WAUKEGAN, ILLINOIS

By /s/ Robert E. C. Carlson

WWF:er
1/18/55
10,619
1-7

Exhibit "A"

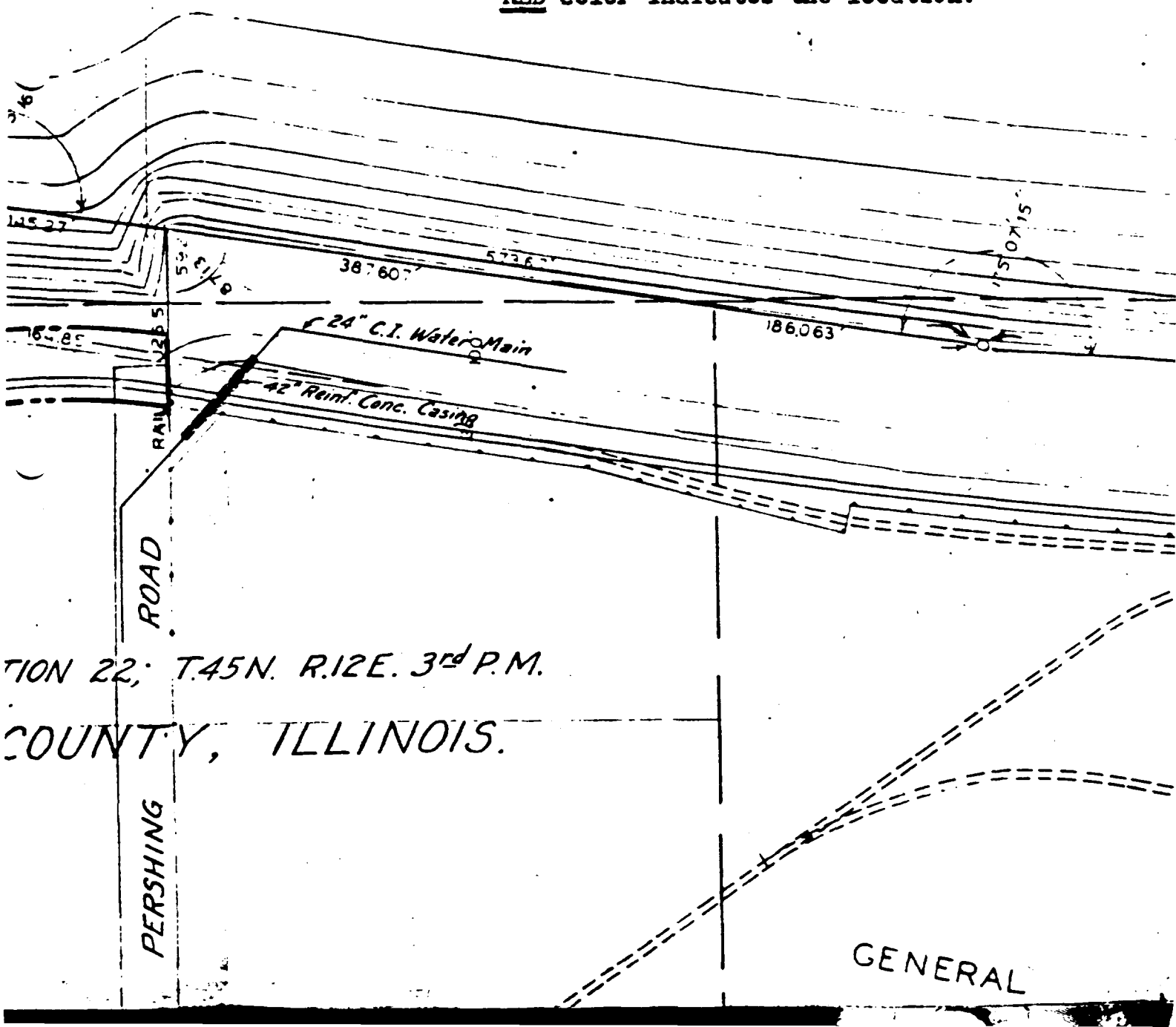
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Plat showing the location of a 24" cast iron water pipe under the spur track of the EJ&E railway leading to Johnson Motors, in Pershing Road near the lake front, at

WAUKEGAN, ILLINOIS

Office of Chief Engr. Joliet, Illinois
Scale 1" = 100' September 22, 1954

RED color indicates the location.



#145-A-15

THIS AGREEMENT, made and entered into as of the 20th day of July, 1965, by and between **ELGIN, JOLIET AND EASTERN RAILWAY COMPANY**, a corporation (hereinafter termed "Railway"), party of the first part, and **CITY OF WAUKEGAN**, a body politic and corporate of the State of Illinois (hereinafter termed "Licensee"), party of the second part;

W I T N E S S E T H:

FIRST: The Railway, insofar as it has the legal right so to do, hereby gives to the Licensee permission and authority to install, maintain and operate a 4-inch pressure sewer pipe across and under the right of way and spur track of the Railway at the lakeward end of Pershing Road in Waukegan, Illinois, situated in the Northwest Quarter (NW 1/4) of Fractional Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian in Lake County, Illinois. The location of said sewer pipe is shown marked in red on the plat hereto attached, marked Exhibit "A" and made a part hereof.

SECOND: The Licensee agrees to pay to the Railway at the office of the Railway in the City of Chicago, Illinois, the sum of Fifty-five Dollars ($55.00) immediately upon the execution of this agreement.

THIRD: The Licensee agrees that the sewer pipe (hereinafter for convenience termed "equipment") shall be installed, maintained and operated in the location and of the materials shown on the plan and profile drawing by R. G. Kramer, City Engineer, dated June 13, 1963, in a manner satisfactory to the Chief Engineer of the Railway. Licensee further agrees that the method of installation shall be submitted to said Chief Engineer and that written approval thereof shall be secured from said Chief Engineer before Licensee shall commence any work in connection with the installation of said equipment upon the right of way of the Railway. Licensee further agrees that said equipment shall be installed, maintained and operated at all times in accordance with the applicable laws, ordinances, rules and regulations of all proper public authorities now or at any time hereafter having jurisdiction thereof.

FOURTH: In case the Railway at any time shall desire any repairs to or replacements of said equipment, or any part thereof, then the Licensee shall make such repairs or replacements, as the case may be, within ten (10) days after written notice shall be sent or given by the Railway to the Licensee so to do. In case the Licensee shall fail to make such repairs or replacements

within ten (10) days after such notice is sent or given as aforesaid, then the Railway may make such repairs or replacements and the Licensee shall pay to the Railway immediately thereafter the entire cost and expense thereof.

FIFTH: It is understood and agreed that the Licensee may enter upon the property of the Railway at all reasonable times for the purpose of installing, maintaining, repairing or renewing said equipment. It is understood, however, that all such work of installation, maintenance, repair and renewal shall be done in a proper manner and without injury to said property of the Railway, and the Licensee shall remove all materials and rubbish and shall fill up and tamp thoroughly all excavations made for the installation, maintenance, repair or renewal of said equipment, and shall keep the material covering said pipes at the same level as the ground adjacent thereto at all times during the life of this agreement.

SIXTH: The Licensee covenants and agrees to release the Railway from all claims for loss or damage to said equipment or any part or parts thereof, however caused or occasioned, whether by the negligence of the employees of the Railway, or otherwise.

SEVENTH: Licensee covenants and agrees to indemnify, save harmless and defend the Railway from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of this agreement or out of the installation, maintenance, operation, repair, renewal, alteration in location, use, existence, leakage or removal of said equipment or any part or parts thereof.

EIGHTH: It is understood and agreed that notwithstanding the permission and authority herein given the Railway shall have the right at all times to use or permit others to use said property for any purpose whatsoever, and if, at any time or from time to time while this agreement shall be in effect, the presence of said equipment, in the judgment of the Railway, shall interfere in any way with any such use, the Licensee shall move said equipment to such location upon the property of the Railway as the Railway shall designate, upon not less than thirty (30) days' written notice being sent or given by the Railway to the Licensee so to do and install and construct the same to the satisfaction of the Chief Engineer of the Railway, and if the Licensee shall have failed to move said equipment as aforesaid, upon the terminati

of said notice, the Railway shall have the right to move such equipment and the Licensee immediately shall pay to the Railway the entire cost and expense thereof. All other provisions of this agreement and said permission and authority shall apply to such changed location of said equipment to the same extent as though said equipment had remained in its original location.

NINTH: The Licensee shall pay before delinquency all general and special taxes and special assessments that may be levied, charged or assessed upon said equipment. In the event, however, that said equipment shall be considered or assessed as a part of the property of the Railway, the Licensee shall pay to the Railway the amount which the Railway has been obligated to pay due to the presence of said equipment upon said property of the Railway. If the Licensee shall fail to pay such taxes and assessments when due, the Railway shall have the right but shall not be obligated to pay such taxes or assessments. The amount so paid by the Railway shall be repaid to the Railway by the Licensee immediately.

TENTH: It is mutually understood and agreed that if, at any time, after the installation of said equipment, the Licensee

shall fail for a period of twelve (12) consecutive months to use said equipment such failure shall be conclusive evidence of the intention of the Licensee to abandon all of its rights under this agreement and without notice or other proceedings, legal or otherwise, on the part of the Railway, this agreement and all of the rights of the Licensee hereunder immediately shall cease and terminate. After such failure, the Licensee immediately upon receipt of a written request of the Railway so to do, shall remove without cost or expense to the Railway, said equipment from the right of way and premises of the Railway and restore said property to a condition equal to that which existed at the time of the installation of said equipment. If the Licensee shall fail to remove said equipment and restore said property, as aforesaid, the Railway shall have the right so to do, and the Licensee shall pay to the Railway immediately upon receipt of a bill therefor, the entire cost and expense so incurred by the Railway. The Licensee agrees to give to the Railway notice of cessation of use of said equipment.

The termination of this agreement and of said permission and authority in any way shall not release Licensee from any liability to the Railway which has accrued or which may accrue

thereafter by reason of the violation by Licensee of any of the covenants or agreements herein contained.

ELEVENTH: It is understood and agreed that any notice in this agreement provided shall be deemed to have been given properly if and when placed in the United States mail, registered and addressed to the party to be notified at its last known business address.

TWELFTH: It is understood and agreed that any failure by the Railway at any time, or from time to time, to enforce or require the strict keeping and performance by the Licensee of any of the terms or conditions of this agreement shall not constitute a waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

THIRTEENTH: It is covenanted and agreed by and between the parties hereto that this agreement shall inure to the benefit of and shall be and remain binding upon their respective successor

and assigns.

IN WITNESS WHEREOF, the parties hereto have manually executed this agreement in duplicate originals this 16th day of August, 1965, effective, however, as of the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

CHIEF ENGINEER

By /s/ F. V. Fisher
Land and Tax Commissioner

CITY OF WAUKEGAN

By /s/ Robert Sabonjian
Mayor

ATTEST:

/s/ H. A. Guthrie

WMF:er
7/21/65
11,423
1-7

Exhibit "A"

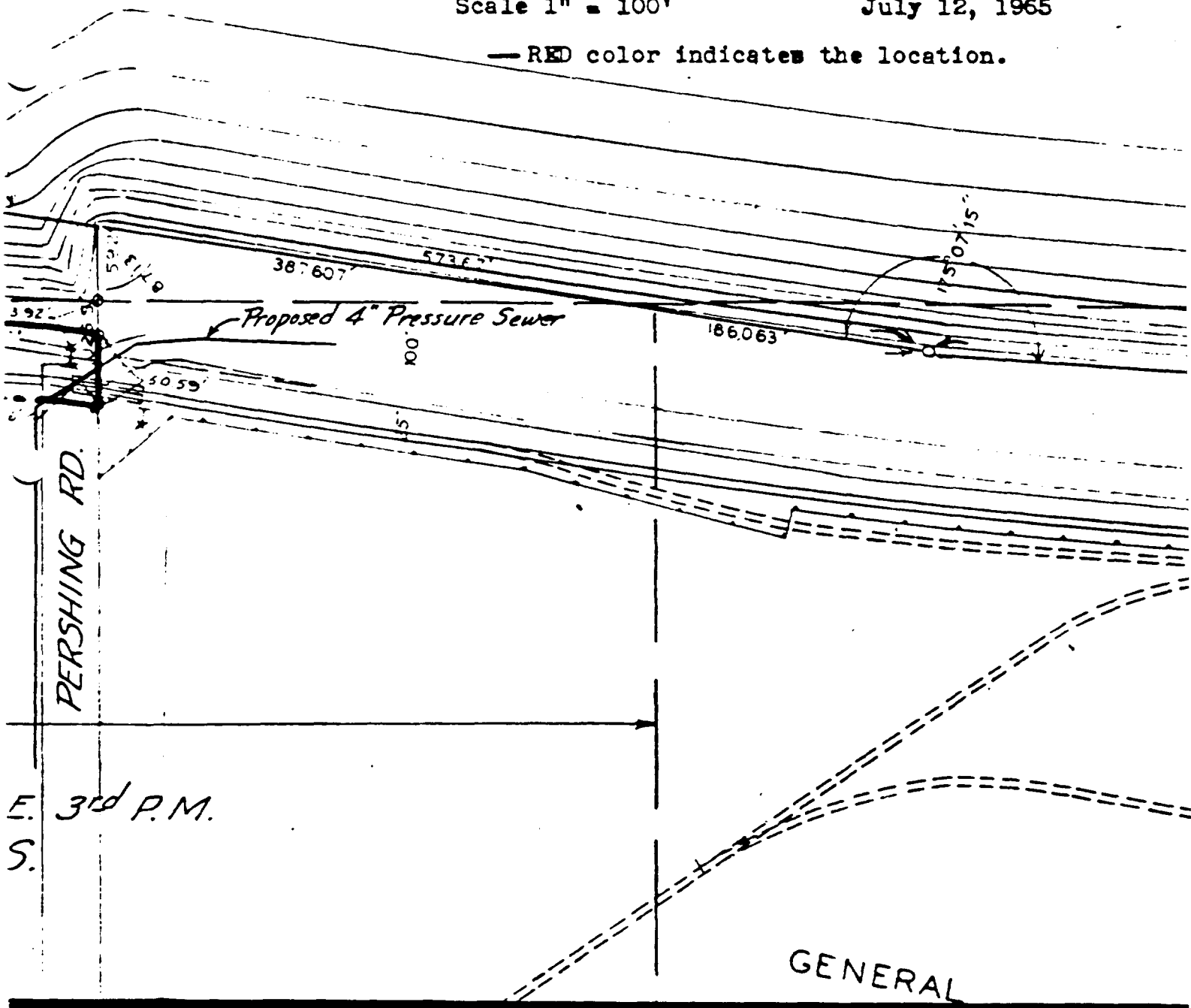
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Plat showing the location of a 4-inch pressure sewer proposed to be installed across and under the right of way and track of the Elgin, Joliet and Eastern Railway Company at the easterly end of Pershing Road, to be covered by a liability agreement with the CITY OF WAUKEGAN, at

WAUKEGAN, ILLINOIS

Office of Chief Engr. Joliet, Illinois
Scale 1" = 100' July 12, 1965

— RED color indicates the location.



#14-A 20

THIS AGREEMENT, made and entered into as of the 15th day of April, 1977, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter termed "Railway"), party of the first part, and CITY OF WAUKEGAN, a municipal corporation of the State of Illinois (hereinafter termed "Licensee"), party of the second part,

W I T N E S S E T H:

FIRST: The Railway hereby gives to Licensee permission and authority to install, maintain and operate a concrete sanitary sewer pipe, 48 inches in diameter, under and across the right of way and tracks of the Railway at about Survey Station -34+60 on the Railway's main line, situated in the Southwest Quarter (SW-1/4) of Section Fifteen (15), Township Forty-Five (45) North, Range Twelve (12) East of the Third Principal Meridian in Lake County, Illinois. The Railway further gives the Licensee permission and authority to abandon in place an existing sanitary sewer pipe situated on the Railway's right-of-way at about Survey Station -34+64.

The location of said concrete sanitary sewer pipe to be installed is shown in red color on the plat attached hereto, marked

Exhibit "A," and made a part hereof, and the location of said sanitary sewer pipe to be abandoned in place is shown in blue on said Exhibit.

SECOND: The Licensee agrees to pay to the Railway at the offices of the Railway in the City of Joliet, Illinois, the following:

1. The sum of One Hundred Dollars ($100.00) immediately upon the execution of this Agreement.

2. The further sum of Two Hundred Eighty-Eight Dollars ($288.00) upon the date of this Agreement and a like sum upon the corresponding date of each succeeding year during the life of this Agreement.

THIRD: Licensee agrees that said concrete sanitary sewer pipe and all appurtenances for the installation and operation thereof (hereinafter for convenience termed "equipment") shall be constructed, installed, maintained, repaired and operated in accordance with "Specifications for Pipe Line Crossings Under Railway Track," adopted in 1933 by the American Railway Engineering Association, as amended, and in a manner satisfactory to the Chief Engineer of the Railway and at the expense of Licensee. The Railway hereby agrees that upon request it will furnish Licensee with a copy of said specifications.

Licensee further agrees that plans and specifications for

the construction, method of installation and the location of said equipment, shall be submitted to and written approval of the same shall be secured from said Chief Engineer before Licensee shall commence any work in connection with the installation thereof upon the right of way of the Railway.

Licensee further agrees that said sanitary sewer pipe to be abandoned shall be filled with sand or grout and each end sealed with porous material which shall prevent the entry therein of foreign substances.

FOURTH: Licensee agrees to maintain and operate said equipment at all times in accordance with all laws and ordinances that may be applicable thereto, and also in accordance with the rules and regulations of the proper public authorities now or at any time hereafter having jurisdiction thereof.

FIFTH: Licensee covenants and agrees to release the Railway from all claims for loss or damage to said equipment, or any part or parts thereof, however caused or occasioned.

SIXTH: Licensee covenants and agrees to reimburse the Railway for any and all loss or damage and to indemnify, save harmless and defend the Railway from and against any and all

suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of this Agreement or the installation of said equipment or the maintenance operation, repair, leakage, replacement, removal, change or alteration in location or use of said equipment or any part thereof.

SEVENTH: In case the Railway at any time shall desire any repairs to or replacements of said equipment, or any part thereof then Licensee shall make such repairs or replacements as the case may be, within ten (10) days after written notice shall be sent or given by the Railway to Licensee so to do. In case Licensee shall fail to make such repairs or replacements within ten (10) days after such notice is sent or given as aforesaid, then the Railway may make such repairs or replacements and Licensee shall pay to the Railway immediately thereafter the entire cost and expense thereof.

EIGHTH: It is understood and agreed that Licensee may enter upon the property of the Railway at all reasonable times for the purpose of installing, maintaining, repairing, renewing or removing said equipment, provided, however that the Railway shall

be given not less than seventy-two (72) hours' notice of intention to enter prior to the time of such entry. It is understood, however, that all such work of installation, maintenance, repair, renewal and removal shall be done in a proper manner and without injury to said property of the Railway, and Licensee shall remove all materials and rubbish and shall fill up and tamp thoroughly all excavations made for the installation, maintenance, repair, renewal or removal of said equipment, and shall keep the materials covering said pipe at the same level as the ground adjacent thereto at all times during the life of this Agreement.

NINTH: It is understood and agreed that the permission herein granted to Licensee does not include the right to move heavy equipment or vehicles over unprotected tracks of the Railway Any such movements shall be made only at the nearest properly installed crossing or if no such crossing exists reasonably close to work area, a temporary crossing shall be installed by the Railway at the sole expense of Licensee. In the event Licensee fails to request said temporary crossing, the Railway reserves the right to install the same at the discretion of the Chief Engineer of the Railway and Licensee upon presentation of a bill therefor shall pay all costs and expenses connected therewith.

TENTH: It is understood and agreed that notwithstanding the permission and authority herein given the Railway shall have the right at all times to use or permit others to use said property for any purpose whatsoever, and if, at any time or from time to time while this Agreement shall be in effect, the presence of said equipment in the judgment of the Railway, shall interfere in any way with any such use, Licensee shall move said equipment to such location upon the property of the Railway as the Railway shall designate, upon not less than ninety (90) days' written notice being sent or given by the Railway to Licensee so to do and install and construct the same to the satisfaction of the Chief Engineer of the Railway, and if Licensee shall have failed to move said equipment as aforesaid, upon the termination of said notice, the Railway shall have the right to move such equipment and Licensee immediately shall pay to the Railway the entire cost and expense thereof. All other provisions of this Agreement and said permission and authority shall apply to such changed location of said equipment to the same extent as though said equipment had remained in its original location.

ELEVENTH: Licensee shall pay before delinquency all general and special taxes and special assessments that may be

levied, charged or assessed upon said equipment. In the event, however, that said equipment shall be considered or assessed as a part of the property of the Railway, Licensee shall pay to the Railway the amount which the Railway has been obligated to pay due to the presence of said equipment upon said property of the Railway. If Licensee shall fail to pay such taxes and assessment when due, the Railway shall have the right but shall not be obligated to pay such taxes and assessments. The amount so paid by the Railway shall be repaid to the Railway by Licensee immediatel

TWELFTH: It is mutually understood and agreed that if, at any time after the installation of said equipment Licensee shall fail for a period of twelve (12) consecutive months to use the same, such failure shall be conclusive evidence of the intention of Licensee to abandon said equipment and this Agreement and all rights hereunder and thereupon, without prior notice or proceedin of any nature, on the part of the Railway, this Agreement and the permission and authority herein contained and all rights of Licensee hereunder shall cease and terminate. After such failure Licensee immediately upon receipt of a written request from the Railway so to do shall remove all said equipment from the right of way and property of the Railway and restore the same to a

condition satisfactory to the Chief Engineer of the Railway and such removal and restoration shall be made without cost or expense to the Railway. If Licensee shall fail so to remove all said equipment and to make the aforesaid restoration, the Railway shall have the right so to do and Licensee agrees to pay to the Railway immediately upon receipt of a bill therefor, the entire cost and expense so incurred by the Railway. The termination of this Agreement and of said permission and authority in any way shall not release Licensee from any liability to the Railway which has accrued or which may accrue thereafter by reason of the violation by Licensee of any of the agreements or covenants contained in this Agreement.

THIRTEENTH: Notwithstanding any other provision of this Agreement, it is understood and agreed that the Railway from time to time as it may deem appropriate, but not earlier than the fifth anniversary of the effective date of this Agreement and thereafter at intervals which shall be not more frequent than each fifth year may increase or decrease the annual payment specified in Section SECOND of this Agreement and also may otherwise revise this Agreement in whole or in part, as in the sole judgment of the Railway

may be necessary as a result of any physical change in said equipment or the property of the Railway.

The Railway agrees that it shall send or give to Licensee not less than ninety (90) days' written notice in advance of each such change or revision and shall specify the effective date thereof.

FOURTEENTH: It is understood and agreed that any notice in this Agreement provided shall be deemed to have been given properly if and when placed in the United States mail, registered and addressed to the party to be notified at its last known business address.

FIFTEENTH: It is understood and agreed that any failure by the Railway at any time or from time to time, to enforce or require the strict keeping and performance by Licensee of any of the terms or conditions of this Agreement shall not constitute a waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

SIXTEENTH: It is covenanted and agreed by and between the

parties hereto that this Agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

SEVENTEENTH: It is understood and agreed that the certain agreement between the parties dated the 25th day of April, 1906, is terminated hereby.

IN WITNESS WHEREOF, the parties hereto have manually executed this Agreement in duplicate originals this day of 1977, effective, however, the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By Richard A. Mays (chk)
MANAGER REAL EST. PPR

CITY OF WAUKEGAN

By Biw Nlenn
Mayor (chk)

ATTEST:

Eva Stuck
City Clerk (chk)

WWF/nk
4/7/77
#12079

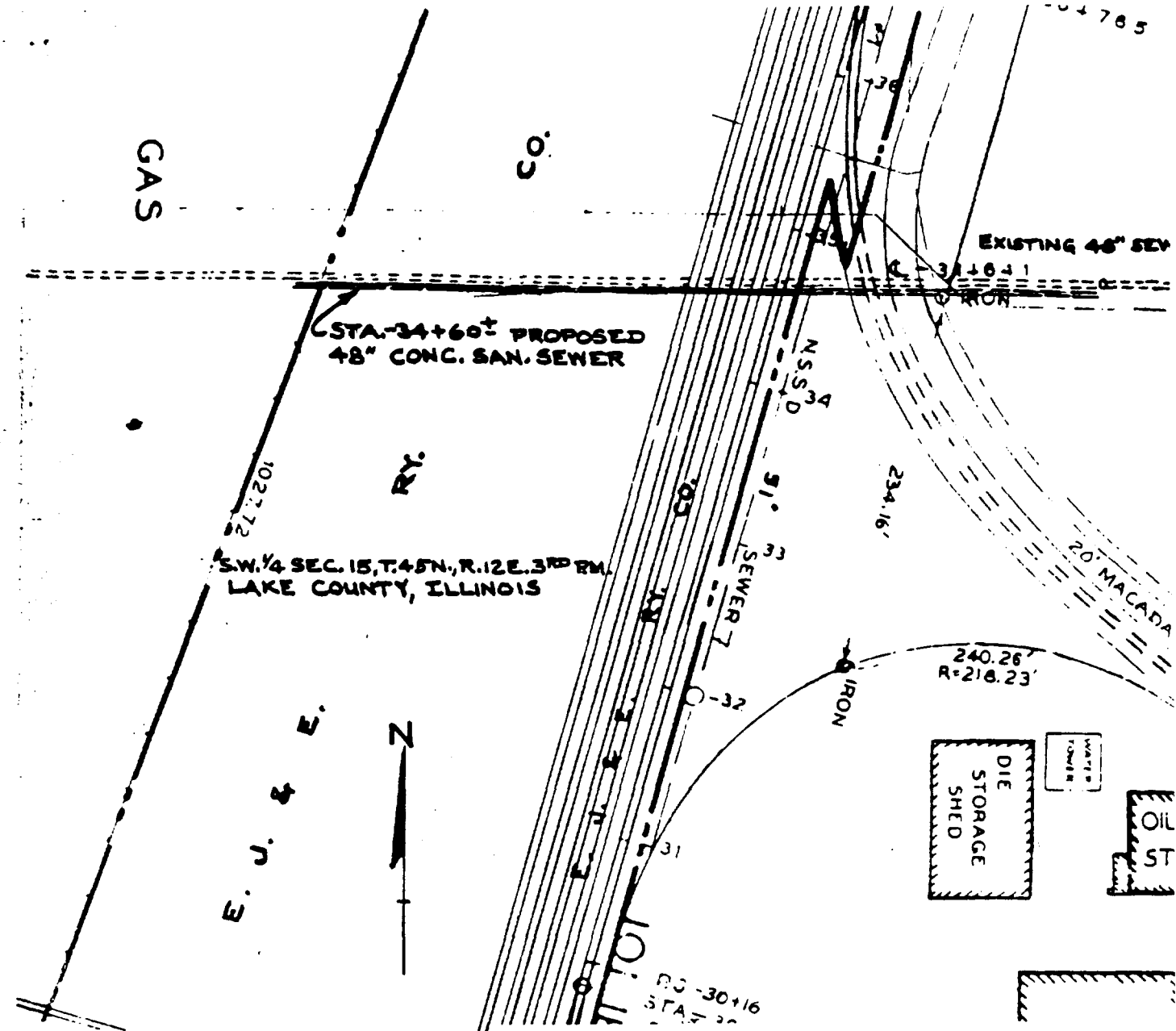


EXHIBIT "A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Plat showing the general location of one (1) new 48-inch diameter Sanitary Sewer Pipe proposed to be installed under and across Railway Company Right of Way and Tracks at about Railway Survey Station -34 and, the general location of one (1) exist ing 48-inch diameter Concrete Sewer Pipe under and across Railway Company Right of Way and Tracks to be abandoned in place an Pipe filled with sand or grout, and the en sealed with a pourous material to prevent entrance of foreign material. To be cover by a License with the CITY OF WAUKEGAN, at

WAUKEGAN, ILLINOIS

Office of Chief Engineer Joliet, Illinoi
Scale: 1"=100' March 30, 1977

RED color indicates location of new 48-inc Sanitary Sewer Pipe to be installed.
BLUE color indicates location of existing 48-inch Sewer Pipe to be abandoned

TEST BORING REPORT

RAYMOND

CONCRETE PILE COMPANY

GOW DIVISION

To GREAT LAKES CARBON CORPORATION Date AUGUST 29, 1949

Address 333 N. MICHIGAN AVENUE, CHICAGO, ILLINOIS

We have completed the following borings for you at THE PROPERTY SITE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, WAUKEGAN, ILLINOIS

with results as shown below and, in accordance with your instructions, we have sent labelled samples of the strata encountered

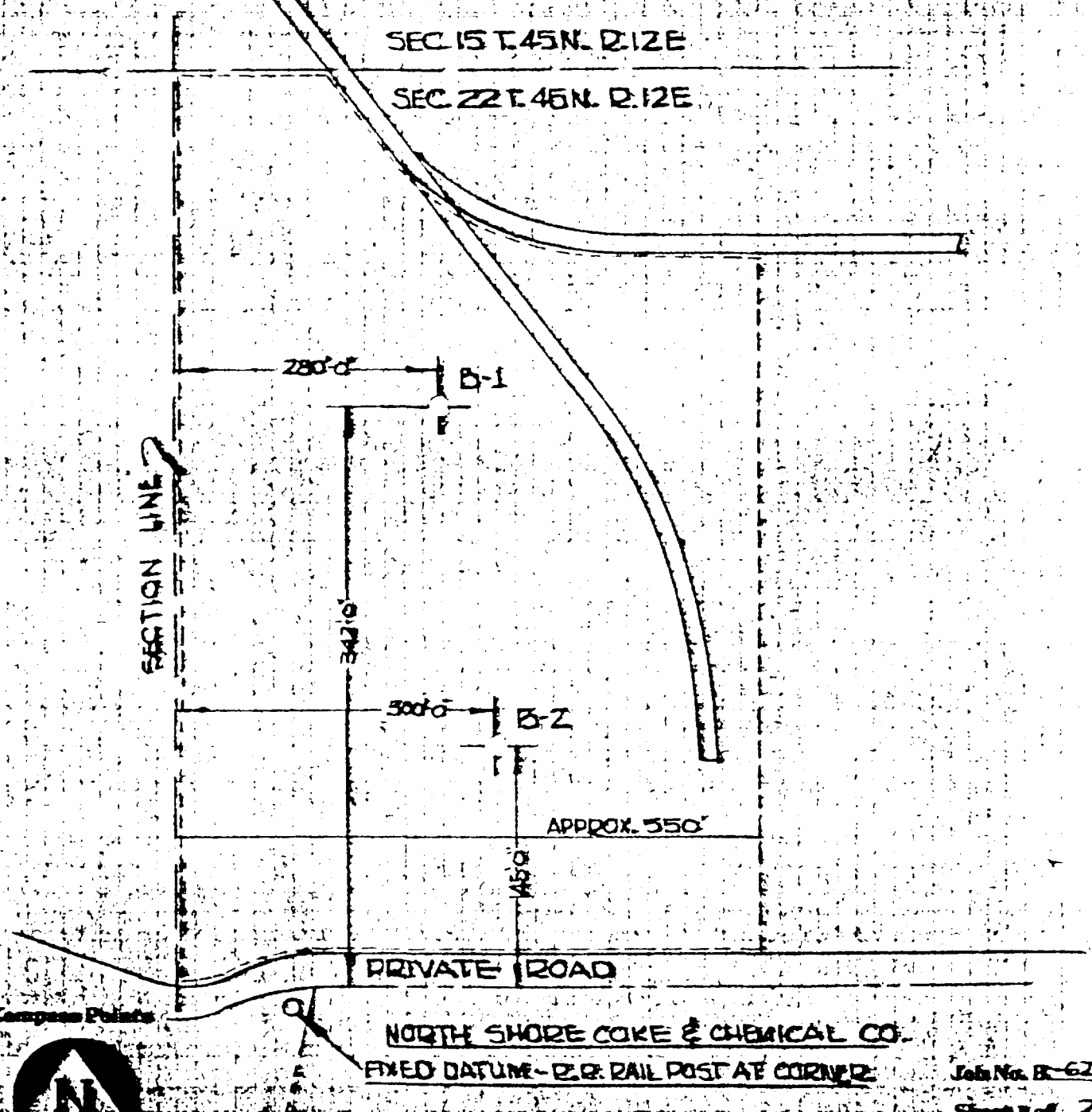
To GREAT LAKES CARBON CORPORATION * Address 333 N. MICHIGAN AVENUE, CHICAGO, ILL.

Via RAILWAY EXPRESS under date of AUGUST 29, 1949 The Gow Company, Inc.

Run E. F. BEHRENS

LOCATION PLAN

Scale 1" = NOT TO SCALE



Job No. B-6277-C

Sheet 1 of 2

By J. R.

THIS BORING REPORT COMPILED BY THE CHICAGO OFFICE OF THE RAYMOND CONCRETE PILE COMPANY

TEST BORING REPORT

NEW YORK — DIVISION — BOSTON

To GREAT LAKES CARBON CORPORATION   Date AUGUST 29, 1949   Job No. B-6222

Location of Borings PROPERTY SITE OF THE ELGIN, JOLIET & EASTERN RWY. CO., WAUKEGAN

All borings are plotted to a scale of 1" = 8 ft. using SEE GENERAL NOTES as a fixed datum

No. 1		No. 2	
+10 GROUND SURFACE		GROUND SURFACE	
0 +0.42	0	W.L. -7.92	0
NOTE A	10	NOTE A	11
MEDIUM WHITE SAND WITH TRACE OF SMALL GRAVEL TRACE OF	20	MEDIUM & COARSE WHITE SAND - TRACE	18
	21		
-10	14.0'		14.0'
BORING COMPLETED 8/2/49		BORING COMPLETED 8/2/49	

No.

No.

[illegible] AFTER COMPLETION

USED 2½" CASING FROM GROUND SURFACE TO 2[illegible] BELOW GROUND SURFACE

60

NOTE A - MEDIUM TO COARSE WHITE SAND WITH SOME SMALL GRAVEL NOTED - LOOSE

NOTE B - OF COARSE SAND & SMALL GRAVEL

70

NOTE C - & TRACE OF SMALL GRAVEL

NOTE D - GREY VERY SANDY SILTY CLAY WITH TRACE OF SMALL GRAVEL

BORING COMPLETED 8/10/80

[illegible] WITH TRACE [illegible] SMALL GRAVEL

25 60.0

WATER LEVEL NOTED ONE HR AFTER COMPLETION

USED 2½" CASING FROM GROUND SURFACE TO 25.0 BELOW GROUND SURFACE

NOTE A - MEDIUM TO COARSE WHITE SAND WITH SOME FINE GRAVEL NOTED - LOOSE

NOTE B - GREY VERY SANDY SILTY CLAY WITH TRACE OF SMALL GRAVEL

BORING COMPLETED [illegible]

GENERAL NOTES:

FIXED DATUM USED TOP OF R.R. RAIL POST - ELEVATION 0.00 - SEE LOCATION SKETCH.

* CIRCULATING WATER LOST AT STRATA INDICATED.

Total Footage 110'-0"

[illegible] GROCK

[illegible] GR-[illegible]

#2766

COPY

WED-s

Chicago, Illinois
October 6, 1949

Mr. F. G. Campbell:

With reference to previous correspondence relative our efforts to locate the Great Lakes Carbon Plant on lands owned by the EJ&E at Waukegan:

You will recall that the Carbon Company desired to ascertain the bearing qualities of the soil and the EJ&E agreed to pay that part of the cost of a boring survey not to exceed $500.

I transmit herewith a copy of the report made by the Raymond Concrete Pile Company which I believe should be in your permanent custody. I am advised that this report is considered satisfactory by the Carbon Company although these people have not announced a final determination to buy the land. You will be advised if there are further developments in this connection.

Yours truly

/s/ W. E. Deaton

Industrial and Tax Commissioner

cc-Mr. S. O. Rentschler

A.C.J.
Believe the survey should be kept in your file.
WEM 10/10

COPY

Waukegan, Illinois.
August 16th, 1949.
File H-8-487.

Mr. F.G. Campbell, C.E.
E.J.& E. Railway Company,
Joliet, Illinois.

Dear Sir:

In reference to your letter of August 9th, 1949, file 621, in regard to tests to be made for the Great Lakes Carbon Company.

The Raymond Cement Pile Company of 111 West Monroes Street, Chicago, Illinois started to make the tests this afternoon, August 16th. Mr. R.R. Knight of Mr. Deaton's office and Mr. Hopkins of Johnson's office in Joliet were on the grounds when the men started to work.

Yours truly,
/s/ F. J. Hoff
F.J. Hoff, Agent.

FJH.

COPY

Chicago 4, Ill., August 15, 1949.

File 221- WFH
Industrial Matters
Waukegan,Ill.
Great Lakes Carbon Corporation

Mr. F.G.Campbell,
Chief Engineer, EJ&E Ry.Co.,
Joliet,Ill.

Dear Sir:

As per my telephone conversation today, I have been advised by Mr. Reintjes, District Engineer of the Great Lakes Carbon Corporation, that they have made arrangements with the Raymond Concrete Pile Company to make soil tests at the property located in Waukegan, in which they are intereste

They advise that the Raymond Concrete Pile Company will start these tests at noon on August 16.

Yours very truly,

/s/ W. F. Hummel

Traffic Manager.

ES.

cc--Mr. W.E.Deaton,
Ind. & Tax Comm., EJ&E Ry.Co.,
Building.

A.C.H.
Kindly note file
and follow accordingly.
Understand Agent Hoff is
following this as well as
Foreman Mini.
WM 8/17

WBM
ACH should handle this.
FGC.
8/16

HmO advised 8/16.
WBM

Traffic Department

August 3, 1949.

File 221 - WFH
Industrial Matters
Waukegan, Ill.
Great Lakes Carbon Corporation

Mr. W.E.Deaton,
Ind. & Tax Comm., EJ&E Ry.Co.,
Building.

Dear Sir:

You have been furnished copies of correspondence between this offi and the Great Lakes Carbon Corporation relative to their inquiries about certa property which we own at Waukegan, a blue print of which has been furnished yo and which we understand covers approximately 10 acres.

The Great Lakes Carbon have made several inquiries about this land and furthermore have, in addition to the information which we have furnished t asked the city engineers to confirm certain information relative to the availability of water, gas, and information respecting sewer construction.

They now are anxious that soil tests be made to determine whether not a structure such as they propose to build will require piling. In connect with this latter feature, I mentioned the matter of soil tests verbally to Mr. Beven, who indicated that if this is a worth-while concern, with prospects of bringing substantial business to us, we would have no objection to spending a certain amount of money to develop this feature.

I, therefore, contacted the Raymond Concrete Pile Company, and the quoted verbally the approximate cost of such work and they have also written m letter with which they included considerable literature relative to this class work. You will note from the print furnished you that the Great Lakes Carbon Company indicate only one boring; however, the Raymond Concrete Pile Company recommend more than this as they state it is possible there may be different grades of soil within a radius of 50 or 100 feet. They have made a tentative quotation to cover the cost of this work as follows:

They have two types of boring equipment, - one is constructed on a jeep and the cost of moving this outfit to the site is approximately $125.00. They have two prices for boring, depending upon the nature of the land. I woul understand this to mean whether it is soil or solid stone and the quotation wa $3.00 per foot for the one type and $6.00 per foot for the other type. From t it would appear that a number of borings could be taken in connection with this property at a cost somewhere between $400. and $500.00.

In discussing this with you verbally you recommended that we indica

August 3,1949.

File 221 - WFH
Industrial Matters
Waukegan,Ill.
Great Lakes Carbon Corporation

to the Great Lakes Carbon Corporation our willingness to pay for this work, however, they to make the deal with the Raymond Concrete Pile Company and supvise it; we to stand the cost regardless of whether or not they buy the property.

In our estimation this will be a substantial industry. From my discussions with them I understand they will receive carload shipments of perlite rock from origins in Arizona and New Mexico which they will expand. This product will be used as an aggregate for building construction and also as an insulating material.

The Great Lakes Carbon Corporation are a nationally known concern with various plants located throughout the United States. They are very anxious to get quick action in connection with this matter as they have engineers working on the proposition.

I will appreciate it very much if you will clear the soil test end of it with Mr.Beven at once so that we may be in position to give the Great Lakes people some definite information in the very near future.

Yours very truly,

/s/ W. F. Hummel

Traffic Manager.

ES.

cc--Mr. S.O.Rentschler,
VP.,EJ&E Ry.Co., Building.

cc--Mr. F.G.Campbell,
Chief Engineer, EJ&E Ry.Co.,
Joliet, Ill.

COPY

2766

COPY

WED-s

Raymond Concrete Pile Co.
[illegible]
[illegible]

Chicago, Illinois
October 6, 1949

(See Chief Engrs File # 621-1949)

Mr. F. G. Campbell:

With reference to previous correspondence relative our efforts to locate the Great Lakes Carbon Plant on lands owned by the EJ&E at Waukegan:

You will recall that the Carbon Company desired to ascertain the bearing qualities of the soil and the EJ&E agreed to pay that part of the cost of a boring survey not to exceed $500.

I transmit herewith a copy of the report made by the Raymond Concrete Pile Company which I believe should be in your permanent custody. I am advised that this report is considered satisfactory by the Carbon Company although these people have not announced a final determination to buy the land. You will be advised if there are further developments in this connection.

Yours truly

/s/ W. E. Deaton

Industrial and Tax Commissioner

cc-Mr. S. O. Rentschler

A.C.J.
Believe the survey should be kept in your file.
WEM 10/10

COPY

Waukegan, Illinois.
August 16th, 1949.
File H-8-487.

Mr. F.G. Campbell, C.E.
E.J.& E. Railway Company,
Joliet, Illinois.

Dear Sir:

In reference to your letter of August 9th, 1949, file 621, in regard to tests to be made for the Great Lakes Carbon Company.

The Raymond Cement Pile Company of 111 West Monroes Street, Chicago, Illinois started to make the tests this afternoon, August 16th. Mr. R.R. Knight of Mr. Deaton's office and Mr. Hopkins of Johnson's office in Joliet were on the grounds when the men started to work.

Yours truly,
/s/ F. J. Hoff
F.J. Hoff, Agent.

FJH.

COPY

Chicago 4, Ill., August 15, 1949.

File 221- WFH
Industrial Matters
Waukegan,Ill.
Great Lakes Carbon Corporation

Mr. F.G.Campbell,
Chief Engineer, EJ&E Ry.Co.,
Joliet,Ill.

Dear Sir:

As per my telephone conversation today, I have been advised by Mr. Reintjes, District Engineer of the Great Lakes Carbon Corporation, that they have made arrangements with the Raymond Concrete Pile Company to make soil tests at the property located in Waukegan, in which they are intereste

They advise that the Raymond Concrete Pile Company will start these tests at noon on August 16.

Yours very truly,

/s/ W. F. Hummel

Traffic Manager.

ES.

cc--Mr. W.E.Deaton,
Ind. & Tax Comm., EJ&E Ry.Co.,
Building.

A.C.H.
Kindly note file
and follow accordingly.
Understand Agent Hoff is
following this as well as
Foreman Mini.
WM 8/17

WBM
ACH should handle this.
FGC.
8/16

HMO advised 8/16.
WBM

Traffic Department

August 3, 1949.

File 221 - WFH
Industrial Matters
Waukegan, Ill.
Great Lakes Carbon Corporation

Mr. W.E.Deaton,
Ind. & Tax Comm., EJ&E Ry.Co.,
Building.

Dear Sir:

You have been furnished copies of correspondence between this offic and the Great Lakes Carbon Corporation relative to their inquiries about certai property which we own at Waukegan, a blue print of which has been furnished you and which we understand covers approximately 10 acres.

The Great Lakes Carbon have made several inquiries about this land and furthermore have, in addition to the information which we have furnished th asked the city engineers to confirm certain information relative to the availability of water, gas, and information respecting sewer construction.

They now are anxious that soil tests be made to determine whether o not a structure such as they propose to build will require piling. In connecti with this latter feature, I mentioned the matter of soil tests verbally to Mr. Beven, who indicated that if this is a worth-while concern, with prospects of bringing substantial business to us, we would have no objection to spending a certain amount of money to develop this feature.

I, therefore, contacted the Raymond Concrete Pile Company, and they quoted verbally the approximate cost of such work and they have also written me letter with which they included considerable literature relative to this class work. You will note from the print furnished you that the Great Lakes Carbon Company indicate only one boring; however, the Raymond Concrete Pile Company recommend more than this as they state it is possible there may be different grades of soil within a radius of 50 or 100 feet. They have made a tentative quotation to cover the cost of this work as follows:

They have two types of boring equipment, - one is constructed on a jeep and the cost of moving this outfit to the site is approximately $125.00. They have two prices for boring, depending upon the nature of the land. I woul understand this to mean whether it is soil or solid stone and the quotation was $3.00 per foot for the one type and $6.00 per foot for the other type. From th it would appear that a number of borings could be taken in connection with this property at a cost somewhere between $400. and $500.00.

In discussing this with you verbally you recommended that we indica

to the Great Lakes Carbon Corporation our willingness to pay for this work, however, they to make the deal with the Raymond Concrete Pile Company and supvise it; we to stand the cost regardless of whether or not they buy the property.

In our estimation this will be a substantial industry. From my discussions with them I understand they will receive carload shipments of perlite rock from origins in Arizona and New Mexico which they will expand. This product will be used as an aggregate for building construction and also as an insulating material.

The Great Lakes Carbon Corporation are a nationally known concern with various plants located throughout the United States. They are very anxious to get quick action in connection with this matter as they have engineers working on the proposition.

I will appreciate it very much if you will clear the soil test end of it with Mr.Beven at once so that we may be in position to give the Great Lakes people some definite information in the very near future.

Yours very truly,

/s/ W. F. Hummel

Traffic Manager.

ES.

cc--Mr. S.O.Rentschler,
VP.,EJ&E Ry.Co., Building.

cc--Mr. F.G.Campbell,
Chief Engineer, EJ&E Ry.Co.,
Joliet, Ill.

COPY

c
o
p
y

2766

Joliet, Illinois
March 28, 1952

Copy No 1

621

Mr. W. E. Deaton
Assistant to President
EJ&E Railway Company
Chicago, Illinois

Note:
This was inserted by A.J.M. 9-10-52 to show how the thirty foot strip of land was acquired.

See Doc / No 575

Dear Sir:

On Monday, March 24, 1952, Mr. R. E. Loomis met with Mayor R. E. Coulson and City Engineer R. Kramer, at Waukegan, and delivered to them three copies of a map and legal description of the roadway we propose to dedicate to the public within the City of Waukegan, Illinois. Mayor Coulson and Mr. Kramer stated they were satisfied with the location of the road as set out by that map, dated March 24, 1952, and inquired as to when the EJ&E would be prepared to transmit the deeds of dedication to the city officials. Mr. Loomis stated that we were at present awaiting advice from Mr. Fisher, of the Johnson Motors Division of the Outboard Marine and Manufacturing Company, in order to ascertain their desires as to the location of that portion of the roadway which crosses their property. Mayor Coulson stated that he has conferred with Mr. Fisher and that his company is not opposed to the dedication of the roadway, the only question being the final location thereof. In line with this, Mayor Coulson then suggested that the EJ&E dedicate to the city at once, Parcels Nos. 1, 2 and 4, as set out on the map dated March 24, 1952. These three parcels are not affected by the location of that portion of the roadway which crosses the Johnson people's property and I feel could be made without injuring our relationships with that company.

Mr. Kramer pointed out to Mr. Loomis that the roadway immediately abuts the western edge of Slip No. 1 of the harbor and stated that he would appreciate having the deed of dedication set out the fact that the owner of the channel (presently the EJ&E Railway Company) would bear the cost of maintaining the western wall of the slip. When this roadway is put in, it is conceivable that the slip wall will require some additional reinforcing to bear the force imposed by the immediate location of the road. If the city would be agreeable to making the initial reinforcing necessitated by the location of the roadway, I do not feel that we should object to maintaining the same.

Mayor Coulson and Mr. Kramer agreed that it would be proper to include a reversionary clause in the deed, stating that the property would revert to the EJ&E if two years after the dedication the proposed roadway has not been constructed on the parcels of land transferred by the dedication. I believe this reversionary clause

should be expanded to provide a reversion of the title to the land at any time that the roadway is abandoned for public use.

The city has agreed to remove the hard surface from that portion of the pavement on the western edge of Parcel No. 2 which will not be covered by the new roadway. I believe that the dedication should include a clause requiring this as a condition of acceptance of the dedication.

During Mr. Loomis' meeting with you the afternoon of March 24, he was advised of your belief that the dedication should reserve those rights which the railway company is now obligated to extend to its previous grantees and lessees. I concur in your opinion that this reservation should be made.

Mr. Loomis was further advised that our exercise of our reversionary interest in the thirty feet of land immediately adjoining Parcel No. 1 on the north would be considered an accomplished fact. If you wish to include this piece of land in the legal description of Parcel No. 1, the following description should be substituted for that in the attached suggested description:

> "A strip of land forty (40) feet in width, the center line described as beginning at a point on the north line of Clayton Street, twenty (20) feet east of the Southeast corner of Lot One in Block One of the Town of Little Fort (now Waukegan); thence north parallel to and twenty (20) feet east of the east line of said Lot One, two hundred seventeen and eight-tenths (217.8) feet to a point in the south line of City Street."

I hope the above information will enable you to prepare the necessary deeds of dedication.

Yours truly

Chief Engineer

REL:BSH

c
o
p
y

e
o
p
y

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

208 South LaSalle Street

WED:lsb

CHICAGO 4, ILLINOIS
March 12, 1952

Mr. L. J. Hanses
Real Estate Manager
Public Service Company
72 West Adams Street
Chicago, Illinois

Dear Mr. Hanses:

In accord with our telephone conversation, I am bringing to your attention the fact that in a conveyance of land at Waukegan by the railway to the Chicago, Waukegan and North Shore Railway Company, dated October 16, 1901, that a provision on page 4 therein states:

> "This conveyance is made upon the express condition and the said grantee herein covenants and agrees that it will within a reasonable time construct and operate a railroad upon the lands described and in default thereof all right, title and interest shall, at the election of the grantor, immediately revert to it".

Will you please advise at your earliest convenience if your company, as successors to the Chicago, Waukegan and North Shore, will return the land to the EJ&E by quit claim deed?

Yours very truly

W. E. Deaton /s/
Assistant to President

CC Mr.F.G.Campbell
Mr.F.V.Fisher

TVP
?
WEM 3/13/52

WEM: This parcel of land is adjacent to & So. of City St. This is in connection with the proposed 40' St.
TVP
3/13/52

COPY

c
o
p
y

Joliet, Illinois
February 26, 1952

Mr. W. E. Deaton
Assistant to the President
EJ&E Railway Company
208 South LaSalle Street
Chicago 4, Illinois.

Dear Sir:

Late last year I had some correspondence with Mr. Rentschler regarding the dedication of our private roadway which extends thru our property in North Waukegan from City Street to the lake front.

On February 21, 1952 Mr. Loomis and I discussed this matter with the city officials of Waukegan. In conjunction therewith I sought their opinion of the possibility of extending the private roadway to Clayton Street and thereby relieving the City Street EJ&E crossing free of the heavy vehicular traffic, which will probably develop as a result of the creation of a public beach.

This proposed extension of our private roadway would extend thru the property we now own which joins the easterly edge of Lot 1 in the northwest corner of the southwest quarter of section 2. The only exception to our title is a 30-foot strip of land which extends easterly along the center line of section 22 approximately 300 feet from the east edge of lot 1. This strip of land was conveyed to the Chicago, Waukegan and North Shore Railway Company by an indenture (EJ&E deed No. 575) dated October 16, 1901. This deed conveyed to the Chicago, Waukegan and North Shore Railway Company four parcels of land, the fourth of which was the parcel I referred to above. In the eleventh paragraph of the deed the grantor (EJ&E) caused the following to be stated:

> "This conveyance is made upon the express condition, and the said grantee herein expressly covenants and agrees that it will within a reasonable time after the date hereof, construct and thereafter operate a railroad upon the lands hereinabove described 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 the said lands revert to it, it covenants and agrees to refund to said grantee the sum of nine hundred twenty-six dollars and ten cents (926.10) paid to it upon the execution hereof".

I understand Mr. Loomis spoke to you today in regard to the possibility of executing this reversionary interest and regaining title to the fourth parcel to enable us to extend our private roadway thru to Clayton Street and thereby dedicate the entire road from the lake front to Clayton Street to the public. I would appreciate having your views on this matter so that I can further inform Mayor Coulson of Waukegan of our plans for the dedication of the road.

Sincerely yours

Chief Engineer.

FGC/cd

c
o
p
y

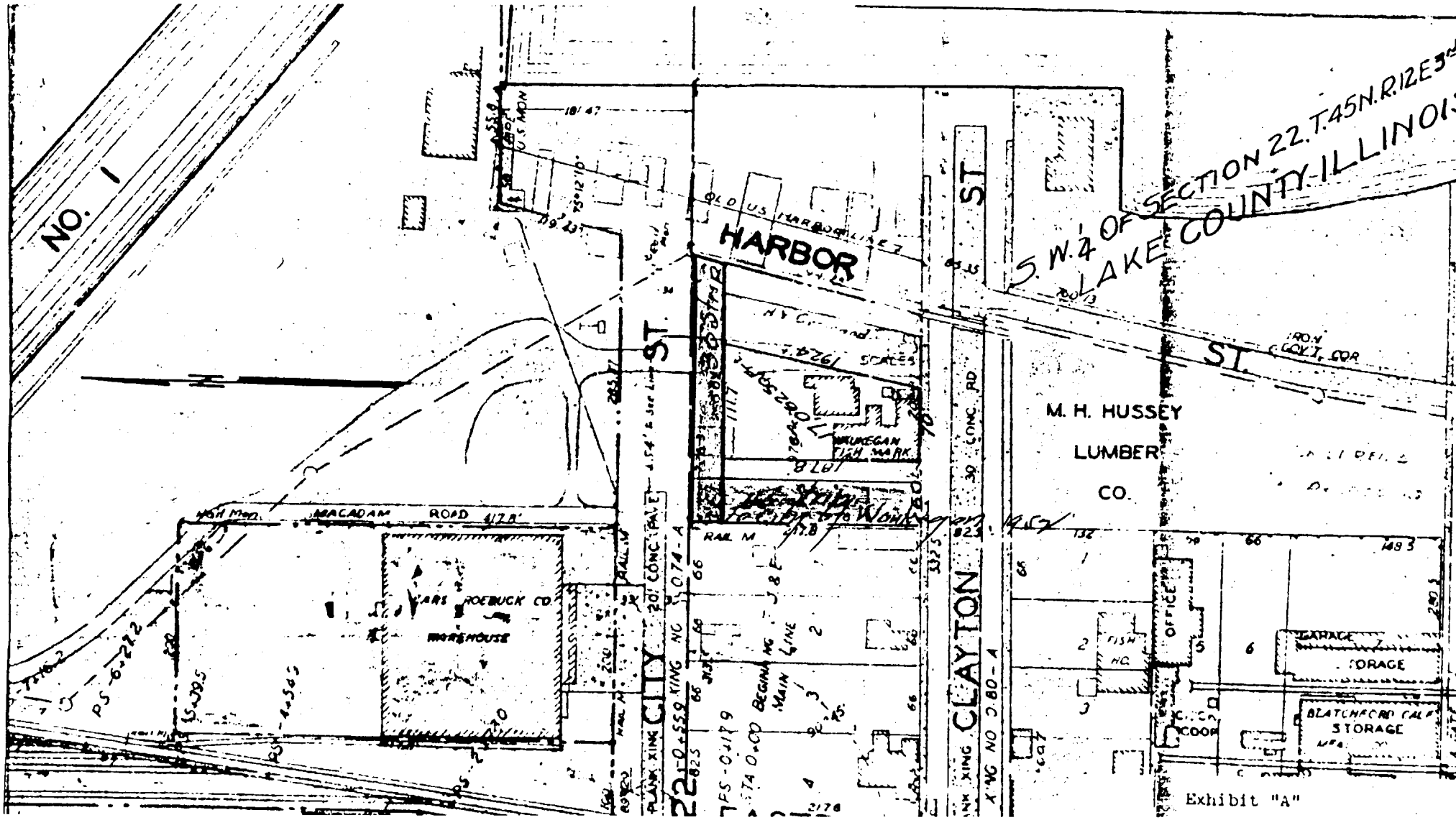

NO. 1
HARBOR
ST.
S.W. 1/4 OF SECTION 22. T.45N. R.12E 3rd
LAKE COUNTY ILLINOIS
M. H. HUSSEY
LUMBER
CO.
CLAYTON
CITY
ST.
MACADAM ROAD
WAREHOUSE
OFFICE
STORAGE
BLATCHFORD CALF
STORAGE
CONC. RD.
RAIL M
PLANK XING
KING NO 0.80-A
KING NO 0.74-A
BEGINNING MAIN LINE
SCALES
WAUKEGAN FISH MARK
IRON GOV'T. COR
OLD US HARBOR LINE
U.S. MON
PS-6+27.2
PS-4+54.5
PS-0+17.9
STA 0+00
22

Exhibit "A"

c
o
p
y

2766

Joliet, Illinois
March 28, 1952

Copy No 2

621

Mr. W. E. Deaton
Assistant to President
EJ&E Railway Company
Chicago, Illinois

Note:
This was inserted by A.J.M. 9-10-52 to show how the thirty foot strip of land was acquired.

Dear Sir:

On Monday, March 24, 1952, Mr. R. E. Loomis met with Mayor R. E. Coulson and City Engineer R. Kramer, at Waukegan, and delivered to them three copies of a map and legal description of the roadway we propose to dedicate to the public within the City of Waukegan, Illinois. Mayor Coulson and Mr. Kramer stated they were satisfied with the location of the road as set out by that map, dated March 24, 1952, and inquired as to when the EJ&E would be prepared to transmit the deeds of dedication to the city officials. Mr. Loomis stated that we were at present awaiting advice from Mr. Fisher, of the Johnson Motors Division of the Outboard Marine and Manufacturing Company, in order to ascertain their desires as to the location of that portion of the roadway which crosses their property. Mayor Coulson stated that he has conferred with Mr. Fisher and that his company is not opposed to the dedication of the roadway, the only question being the final location thereof. In line with this, Mayor Coulson then suggested that the EJ&E dedicate to the city at once, Parcels Nos. 1, 2 and 4, as set out on the map dated March 24, 1952. These three parcels are not affected by the location of that portion of the roadway which crosses the Johnson people's property and I feel could be made without injuring our relationships with that company.

Mr. Kramer pointed out to Mr. Loomis that the roadway immediately abuts the western edge of Slip No. 1 of the harbor and stated that he would appreciate having the deed of dedication set out the fact that the owner of the channel (presently the EJ&E Railway Company) would bear the cost of maintaining the western wall of the slip. When this roadway is put in, it is conceivable that the slip wall will require some additional reinforcing to bear the force imposed by the immediate location of the road. If the city would be agreeable to making the initial reinforcing necessitated by the location of the roadway, I do not feel that we should object to maintaining the same.

Mayor Coulson and Mr. Kramer agreed that it would be proper to include a reversionary clause in the deed, stating that the property would revert to the EJ&E if two years after the dedication the proposed roadway has not been constructed on the parcels of land transferred by the dedication. I believe this reversionary clause

should be expanded to provide a reversion of the title to the land at any time that the roadway is abandoned for public use.

The city has agreed to remove the hard surface from that portion of the pavement on the western edge of Parcel No. 2 which will not be covered by the new roadway. I believe that the dedication should include a clause requiring this as a condition of acceptance of the dedication.

During Mr. Loomis' meeting with you the afternoon of March 24, he was advised of your belief that the dedication should reserve those rights which the railway company is now obligated to extend to its previous grantees and lessees. I concur in your opinion that this reservation should be made.

Mr. Loomis was further advised that our exercise of our reversionary interest in the thirty feet of land immediately adjoining Parcel No. 1 on the north would be considered an accomplished fact. If you wish to include this piece of land in the legal description of Parcel No. 1, the following description should be substituted for that in the attached suggested description:

> "A strip of land forty (40) feet in width, the center line described as beginning at a point on the north line of Clayton Street, twenty (20) feet east of the Southeast corner of Lot One in Block One of the Town of Little Fort (now Waukegan); thence north parallel to and twenty (20) feet east of the east line of said Lot One, two hundred seventeen and eight-tenths (217.8) feet to a point in the south line of City Street."

I hope the above information will enable you to prepare the necessary deeds of dedication.

Yours truly

Chief Engineer

REL:BSH

c
o
p
y

c
o
p
y

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

208 South LaSalle Street

WED:lsb

CHICAGO 4, ILLINOIS
March 12, 1952

Mr. L. J. Hanses
Real Estate Manager
Public Service Company
72 West Adams Street
Chicago, Illinois

Dear Mr. Hanses:

In accord with our telephone conversation, I am bringing to your attention the fact that in a conveyance of land at Waukegan by the railway to the Chicago, Waukegan and North Shore Railway Company, dated October 16, 1901, that a provision on page 4 therein states:

> "This conveyance is made upon the express condition and the said grantee herein covenants and agrees that it will within a reasonable time construct and operate a railroad upon the lands described and in default thereof all right, title and interest shall, at the election of the grantor, immediately revert to it".

Will you please advise at your earliest convenience if your company, as successors to the Chicago, Waukegan and North Shore, will return the land to the EJ&E by quit claim deed?

Yours very truly

W. E. Deaton /s/
Assistant to President

CC Mr.F.G.Campbell
Mr.F.V.Fisher

TVP
?
WBM 3/13/52

WBM: This parcel of land is adjacent to & So. of City St. This is in connection with the proposed 40' St.
TVP
3/13/52

COPY

c
o
p
y

Joliet, Illinois
February 26, 1952

Mr. W. E. Deaton
Assistant to the President
EJ&E Railway Company
208 South LaSalle Street
Chicago 4, Illinois.

Dear Sir:

Late last year I had some correspondence with Mr. Rentschler regarding the dedication of our private roadway which extends thru our property in North Waukegan from City Street to the lake front.

On February 21, 1952 Mr. Loomis and I discussed this matter with the city officials of Waukegan. In conjunction therewith I sought their opinion of the possibility of extending the private roadway to Clayton Street and thereby relieving the City Street EJ&E crossing free of the heavy vehicular traffic, which will probably develop as a result of the creation of a public beach.

This proposed extension of our private roadway would extend thru the property we now own which joins the easterly edge of Lot 1 in the northwest corner of the southwest quarter of section 22. The only exception to our title is a 30-foot strip of land which extends easterly along the center line of section 22 approximately 300 feet from the east edge of lot 1. This strip of land was conveyed to the Chicago, Waukegan and North Shore Railway Company by an indenture (EJ&E deed No. 575) dated October 16, 1901. This deed conveyed to the Chicago, Waukegan and North Shore Railway Company four parcels of land, the fourth of which was the parcel I referred to above. In the eleventh paragraph of the deed the grantor (EJ&E) caused the following to be stated:

> "This conveyance is made upon the express condition, and the said grantee herein expressly covenants and agrees that it will within a reasonable time after the date hereof, construct and thereafter operate a railroad upon the lands hereinabove described 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 the said lands revert to it, it covenants and agrees to refund to said grantee the sum of nine hundred twenty-six dollars and ten cents (926.10) paid to it upon the execution hereof".

I understand Mr. Loomis spoke to you today in regard to the possibility of executing this reversionary interest and regaining title to the fourth parcel to enable us to extend our private roadway thru to Clayton Street and thereby dedicate the entire road from the lake front to Clayton Street to the public. I would appreciate having your views on this matter so that I can further inform Mayor Coulson of Waukegan of our plans for the dedication of the road.

Sincerely yours

Chief Engineer.

FGC/cd

c
o
p
y

THIS AGREEMENT, Made and entered into this 24th day of May, 1928, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation, (hereinafter called the "Railway Company"), party of the first part, and GREAT LAKES DREDGE & DOCK COMPANY, a corporation, (hereinafter called the "Contractor"), party of the second part, W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Contractor hereby agrees to perform all labor and to furnish all equipment, dredges, scows, materials, tools, machinery, supplies and appliances, for dredging and for disposing of dredged material and to dredge to a uniform depth of nineteen and eight-tenths feet (19.8') below United States Government datum, at Waukegan, Illinois, the westerly half of the main channel of a waterway in the North Half (N.1/2) of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian, in Waukegan Township, Lake County, Illinois, and to dispose of all of the material so dredged.

The location of said waterway is shown enclosed by the green lines on the plat hereto attached, marked Exhibit "C", and made a part hereof.

All of the work, aforesaid, shall be performed in the most substantial and workmanlike manner and to the entire satisfaction and acceptance of the Chief Engineer of the Railway Company in charge of such work. All of said work shall be performed in accordance with the specifications therefor, marked Exhibit "A",

Secretary File 8-1412-90-4
Drafting Room No. 157

hereto attached and made a part hereof.

SECOND: It is mutually understood and agreed that all of the terms and provisions of said specifications and everything shown on said plat, constitute a part of this contract, with the same force and effect as if said terms, conditions and provisions of said specifications and everything shown on said plat, were actually written herein. In the event that there shall be any conflict between the provisions of this contract and those contained in said specifications, or between the provisions of this contract and anything shown on said plat, the provisions of this contract shall govern and shall determine the rights and obligations of the parties hereto.

THIRD: The Contractor agrees to commence said work immediately after the execution of this contract and to complete all of said work on or before the 10th day of June, 1928.

FOURTH: The Contractor agrees to bear all loss and damage to tools, equipment, materials and supplies of the Contractor which are used or to be used by the Contractor in the prosecution of the work of this contract however such loss or damage may be caused or occasioned, whether by fire or otherwise. Said Contractor further agrees to indemnify and save harmless the Railway Company from and against all liability for such loss and damage.

FIFTH: The Railway Company hereby agrees with the said Contractor that for doing and completing the work aforesaid, as required by this contract and said specifications and plat, it will pay or cause to be paid to said Contractor, as follows:

(a) For dredging and disposing of material dredged down to hard pan, the sum of Forty-three Cents (.43¢) per cubic yard. The yardage shall be determined by measurement of material in the cut.

(b) For the removal and disposal in Lake Michigan of the hard pan to the depth above specified, the sum of Sixty-five Cents (.65¢) per cubic yard. The yardage shall be determined by measurement of material in the United States Calibrated Dump Scows of the Contractor.

(c) For sweeping the bottom of the dredged channel with railroad rail to be provided by the Railway Company, the sum of One Hundred Seven & 50/100 ($107.50) Dollars.

Payments shall be made in the manner provided for in said specifications.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice-Presidents and their corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

Form approved
KOC
H J Allen
May 29" 1928

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By A F Banks
President.

OJU
am
SMR

ATTEST: F L Koontz
Secretary.

GREAT LAKES DREDGE & DOCK COMPANY,

By J F Cushing
President.

ATTEST: Geo. H. Jackson

COPY

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

SPECIFICATION FOR DREDGING A CHANNEL AT WAUKEGAN, ILLINOIS AS SHOWN ON ACCOMPANYING EXHIBIT "C", FILE 602-199.

Chief Engineer's Office
Joliet, Illinois. January 19, 1928.

For information of bidders on dredging Exhibit "B", file 78-5F1, detail of dock to be built, is attached. Lines of dock shown on C-602-199 in red.

BIDS:

Should be scheduled:

1. Price per cubic yard for dredging
2. Price per cubic yard for disposal

Payments to be made on the basis of actual amount of material dredged and disposed of, measured by Chief Engineer by soundings and levels made and taken prior to the execution of the work and upon the completion thereof.

DREDGING:

The area A, B, C, D shown on drawing No. 602-199 shall be dredged to a uniform depth of nineteen and eight-tenths (19.8) feet below Government datum. Soundings showing elevation of present bottom of channel to be dredged are shown on "C" 602-199.

As shown on C-602-199 the dredged channel North of C- D shall be sloped up to the surface of the water, ten (10) ft. run to one (1) ft. rise. Above the water line slope to

Exhibit "A"

top of ground shall be two (2) ft. to one (1) ft.

DISPOSAL:

Dredged material is to be deposited on Elgin, Joliet and Eastern Railway property west of the channel, approximately within the areas outlined in yellow on Exhibit 'C' 602-199. Deposited material must be graded as directed by the Chief Engineer. The surface of the grade in no case to be more than five and two-tenths (5.2) feet above Government datum. Care must be taken to deposit material back of and next to dock to the established grade in such manner as in no wise to disturb the true vertical or horizontal lines of the docking and without injury to any of its parts.

Line and level stakes for the disposal will be furnished by the Chief Engineer. The contractor to exercise care in preserving same.

REVETMENT:

To provide necessary existing surface drainage contractor by means of stakes and board revetment will construct drainage ditch with bottom width of five (5) feet and two to one (2 to 1) slopes shown and located on exhibit 602-199.

GENERAL CONDITIONS

BIDS:

Bids must be received on or before February 17th, 1928 The Railway Company reserves the right to reject any and all bids.

CONTRACT:

A contract in writing shall be entered into between the Railway Company and the contractor for the performance of said work in accordance with and subject to the terms and conditions of the specification and as shown on the plans.

TRANSFER OR SUBLETTING:

The contractor shall not transfer or sublet the work or any part thereof to any person except with the written consent of the Railway Company. In case such consent is given, it shall not relieve the contractor from any of the obligations of the contract, and any transferee or sub-contractor shall be considered the agent of the contractor and as between the parties hereto the contractor shall be and remain liable as if no such transfer or subletting had been made.

CO-OPERATION:

The contractor and his sub-contractors, if any, shall co-operate with all contractors, the Railway Company and any other persons in, upon or about the work, and shall carry on his work so that none of the co-operating contractors, the Railway Company or any other persons shall be hindered, delayed or interfered with in the progress of their work, and so that all of the work shall be a finished and complete job of its kind.

FOREMAN:

The contractor is to keep a foreman who is satisfactory to the Engineer, constantly upon the premises while the work is in progress.

BONDS:

The contractor shall execute and deliver to the Railway Company a bond in a penal sum equal to the amount of his bid, with such sureties as shall be approved by the Railway Company, conditioned that said contractor shall duly keep and perform all of the terms and conditions of the contract on his part to be kept and performed.

DATE FOR COMMENCEMENT AND COMPLETION OF WORK:

The contractor shall commence the work within ten (10) days after the contract is signed and shall complete the work on or before June 1st, 1928.

PLANS AND SPECIFICATIONS:

Anything shown on the plans and not in the specifications or shown in the specifications and not on the plans, necessary in the way of labor and/or tools to make the work complete, shall be done by the contractor without extra charge, the intent and meaning of the specification being that the contractor shall finish the part of the work embraced in his contract complete in all respects ready for use, for the contract price.

It is also understood that the plans and specifications are the property of the Elgin, Joliet and Eastern Railway Company and must be returned with bids or same will not be considered. The contractor, however, is required to stamp the plans and specifications from which he figured his bid, so that same can be identified, should it be necessary. All plans and specifications must be returned to the Railway Company whenever required by the Chief Engineer.

The work shown upon the drawings is intended to be accurate, according to the scale to which drawing is made;- but figured dimensions and detail drawings are in all cases to be followed, and all sizes marked upon the drawings, or hereinafter specified, are finished sizes.

CHIEF ENGINEER:

The work provided for in the contract shall be performed under the direction of and to the entire satis-

faction and acceptance of the Chief Engineer of the Railway Company, and his decision upon all questions and disputes which may arise, relative to the contract, plans and specifications, shall be final and binding upon the parties hereto. The Chief Engineer may make corrections of errors or omissions in the plans and specifications when necessary for the proper fulfillment of the intention thereof, the effect of such corrections to date from the time said Chief Engineer gives due notice thereof to said contractor.

The contractor, at all times, shall provide the Chief Engineer with safe and adequate facilities for the inspection of the work.

ALTERATIONS:

The Chief Engineer shall have the right to make such alterations in the character, form, position, dimensions, designs of the work, or any part thereof, as he may desire, either before or after the commencement of the work of construction, and if the alterations so made diminish the quantity of labor to be furnished, the same shall not constitute a claim for damage or anticipated profits on the labor thus dispensed with, but an allowance therefor shall be made and deducted by the Chief Engineer from the price provided in the contract, according to the quantity of the labor actually so dis-

pensed with, and at the price established for such labor as the case may be, under the contract, or if no price be established, then at what would have been the actual reasonable cost thereof, as determined by said Chief Engineer, had such work been performed. If, on the other hand, such alterations increase the quantity of labor to be done, such increase shall be paid for according to the quantity actually done and at the price established for such labor as the case may be by the contract, or if no price be established, then at the actual reasonable cost thereof, as fixed by said Chief Engineer. No alterations, however, shall be made in the work except upon the written order of the Chief Engineer.

DEFAULT OF CONTRACTOR:

If the Contractor, at any time, shall refuse or neglect to supply a sufficiency of properly skilled workmen or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any of the agreements herein contained, such refusal, neglect, or failure being certified by said Engineer, the Railway Company, after three days' written notice is sent or given to the Contractor, may either terminate this contract or may exclude the contractor and said Contractor's employes and agents from the work without terminating this contract. The Railway Company, having exercised either of the above elections, may enter upon the premises and take possession of all tools, supplies,

equipment and appliances thereon, and may finish the work with its own forces and may provide the necessary labor and additional tools, supplies, equipment and appliances for finishing the work, or the Railway Company may employ any other person or persons to finish the said work. The contractor shall not be entitled, in any event, to receive any further payment under this contract after such notice is sent or given until said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid the contractor under this contract shall exceed the cost and expense of finishing the work, such excess shall be paid by the Railway Company to the contractor; but if such cost and expense shall exceed such unpaid balance, the contractor shall be liable for and shall pay such difference to the Railway Company. The said cost and expense of completing the work, as herein provided for, and any damage incurred through the default of the contractor, shall be audited and certified by said Engineer, whose certificate thereof shall be final and binding upon the parties hereto.

APPLICATION OF WORK:

The Chief Engineer shall have the power to direct the application of the working force of the contractor to

any particular portion or portions of the work, and to order the increase of said working force at his discretion.

DISCIPLINE:

The contractor shall not employ in the prosecution of the work any person or persons to whom the Chief Engineer may object, and the Chief Engineer shall have the right to require the removal of any particular workmen or workmen from the work, if in his judgment it would be to the interest of the Railway Company that such workman or workmen should be removed.

EXTRA WORK:

The cost of any extra work shall not be paid to the contractor by the Railway Company unless such extra work shall have been done by direction of the Chief Engineer in writing, and such written direction must, in each case, contain the rates and method of payment for said extra work.

LABOR, TOOLS, ETC.

The contractor at his own expense will furnish all labor, tools, implements, machinery, appliances, supplies, and everything necessary for the performance of the contract.

REMOVAL OF TOOLS, ETC.

At the completion of the work the contractor shall remove all tools, implements, machinery, appliances, and everything used in the performance of the contract.

IMPROPER WORK:

The Contractor, within twenty-four (24) hours after receiving written notice from the Chief Engineer that the Contractor is failing to conform to the plans and specifications in the execution of the work, the Contractor shall amend and make good all work at the sole cost and expense of the Contractor, to the satisfaction of the Chief Engineer.

If, however, at the time of making monthly or other estimate, the Chief Engineer should neglect to condemn defective work, such neglect shall not be construed as an acceptance of any such work.

RESPONSIBILITY FOR THE WORK:

Prior to the completion of the work by the contractor and the acceptance thereof by the Railway Company, the work shall remain at the risk of the contractor, and said contractor shall be required to repair, replace, renew and make good at his own expense, all damages caused by collision, fire, force or violence of the elements, or any other cause whatsoever provided however, that in such cases and in all cases where the contractor has been delayed in his prosecution of the work from any cause whatsoever, beyond control of the contractor, the contractor shall be entitled to a reasonable extension of time within which to complete the said work. The contractor shall accept any extension or extensions of time given by the Railway Company within which to complete the work on

account of any delays suffered by the contractor as hereinabove referred to, as full compensation from the Railway Company for any and all damages and expenses which the contractor may have suffered by reason or on account of such delay.

PERMITS, LAWS AND ORDINANCES:

The contractor shall procure and pay for all permits that may be required and shall comply with all laws, ordinances, or other regulations of the proper authorities which may in any way affect the work, and shall be responsible for any damages arising from the neglect to procure said permits or from disregarding said laws, ordinances or other regulations.

LIENS:

The Railway Company and the contractor mutually understand and agree that there shall be no lien upon said work or upon any of the premises owned or occupied by the Railway Company, and that the contractor, his sub-contractors, if any, and the employes of the contractor, or sub-contractors, if any, shall assert no lien upon said work or upon any premises owned or occupied by the Railway company, and that the contractor will keep said premises and work free and clear of all liens, claims and encumbrances, and will deliver said premises and work to the Railway Company free from any and all liens, claims and encumbrances of every description.

The contractor shall indemnify, save harmless and defend the Railway Company from all liens, claims and encumbrances, that may be asserted against said work or against any premises owned or occupied by the Railway Company, and from all suits, actions or legal proceedings brought in an attempt to enforce the same, together with all costs, attorneys' fees and other expenses incident thereto, and shall furnish evidence satisfactory to the Railway Company when called for by said Railway Company that all alleged liens, claims, encumbrances, costs, attorneys' fees and expenses have been fully paid or satisfactorily discharged, and if such evidence is not furnished, an amount sufficient to pay the same may be retained from any moneys due or that may become due to said contractor until such alleged liens, claims, encumbrances, costs, attorneys' fees and expenses have been fully discharged.

PATENTS:

The contractor shall and will indemnify, save harmless and defend the said Railway Company from any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any infringement or to any claimed infringement of any patent or patents in any wise relating to any machines, appurtenances, materials, appliances, or articles used by

the contractor in the work, or installed or incorporated in the work or in any way connected therewith or with the use thereof by the Railway Company.

DAMAGES AND INJURIES:

The contractor shall and will indemnify, save harmless and defend said Railway Company and the subsidiary companies of the United States Steel Corporation, and each of them, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees, in any manner caused by, arising from, incident to, connected with, or growing out of the performance of the contract.

WORKMEN'S COMPENSATION:

The contractor shall provide and pay (in accordance with the provisions of the "Illinois Workmen's Compensation Act", effective July 1st, 1913, and any Acts amendatory thereof) compensation for injuries sustained by, or death resulting to any of his employes arising out of or in the course of their employment in the performance of any of the work of the contract and, further, shall carry insurance in a company satisfactory to the Railway Company, fully insuring the contractor's liability to pay the compensation provided in said Act. The contractor also agrees to deposit said policy, or a true copy thereof, with the Railway Company.

The contractor shall also hold the Railway Company harmless from and against all claims, demands, or suits which may be made or brought against the Railway Company on account of any claim made under any of the terms and provisions of said Act, for injury to or death of any of the employes of the contractor, his agents, or sub-contractors, if any.

PAYMENTS:

Payments shall be made in the following manner:

Eighty-five (85) per cent on monthly estimates in writing by said Engineer on the fifteenth day of the month, for the work performed during the preceeding month, and the remainder on or before sixty (60) days after the said Engineer has delivered the final certificate to the contractor, as hereinafter provided for.

When, in the opinion of the Engineer, all of the work has been completed in accordance with the contract, plans and specifications, said Engineer shall make up and furnish the said contractor with a copy of a tentative final estimate, showing the amount due and owing to the contractor on account of the work and the items thereof. Within ten (10) days after the receipt of such tentative final estimate, the contractor shall notify the Engineer in writing, either that the same is acceptable or unsatisfactory. If acceptable, the Engineer shall furnish the contractor with a final

Certificate in writing within five (5) days after receipt of such notice. If unsatisfactory, the Engineer shall give the contractor full opportunity to explain the items in dispute and within five (5) days thereafter the Engineer shall furnish a final certificate in writing to the contractor, in the amount which the Engineer shall deem proper.

The amount of each estimate as certified to by the Engineer, and the amount of the final certificate, shall be paid to the said contractor, as hereinbefore specified, provided, however, that an amount sufficient to discharge all of the obligations assumed by said contractor under the contract may be deducted from any moneys at any time due said contractor, and may be retained by said Railway Company and either used to discharge said obligations or held until such obligations are discharged or otherwise settled. Should there appear to be any such obligations after all payments are made, said contractor shall refund to said Railway Company all moneys that the latter may be compelled to pay in discharging the same.

ACCEPTANCE OF WORK:

The issuance of said final certificate in writing to said contractor, as hereinabove provided for, shall be sole and conclusive evidence of the completion of the work by the contractor and of the acceptance thereof by the Railway Company.

MEANING OF TERMS:

The words "Chief Engineer", "Engineer" or "Superintendent", whenever used in these specifications, shall mean the Chief Engineer of the Elgin, Joliet and Eastern Railway Company, or his authorized representative, and the words "Railway Company" wherever used herein, mean the Elgin, Joliet and Eastern Railway Company.

TRANSPORTATION:

The contractor shall pay all lawful freight, demurrage, storage and other transportation charges on all materials and supplies, tools, machinery and appliances furnished or used by him in the work provided for by the contract.

#163-A-9
Permit No. 3

EXHIBIT "B"

APPLICATION

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

In accordance with the terms of the agreement between our respective companies, dated January 3, 1950, this will serve as notice that ILLINOIS BELL TELEPHONE COMPANY proposes to construct a Crossing or short Parallel Line upon, across or under your right of way near ~~XXXXXXXX~~ Seahorse Drive at or near Waukegan, Illinois but wholly within the limits of a public street, highway or alley. The location of said Crossing or short Parallel Line and the details of its construction are shown upon the attached sketch.

ILLINOIS BELL TELEPHONE COMPANY

Preparation fee $100.00

By R. H. Clausen
District Engineering Manager

PERMIT

Pursuant to the terms of the agreement referred to in the above application and subject to the terms thereof, Elgin, Joliet and Eastern Railway Company hereby grants ILLINOIS BELL TELEPHONE COMPANY permission

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By Paul A. Mann
Assistant Manager of Real Estate

Date 4-23-74

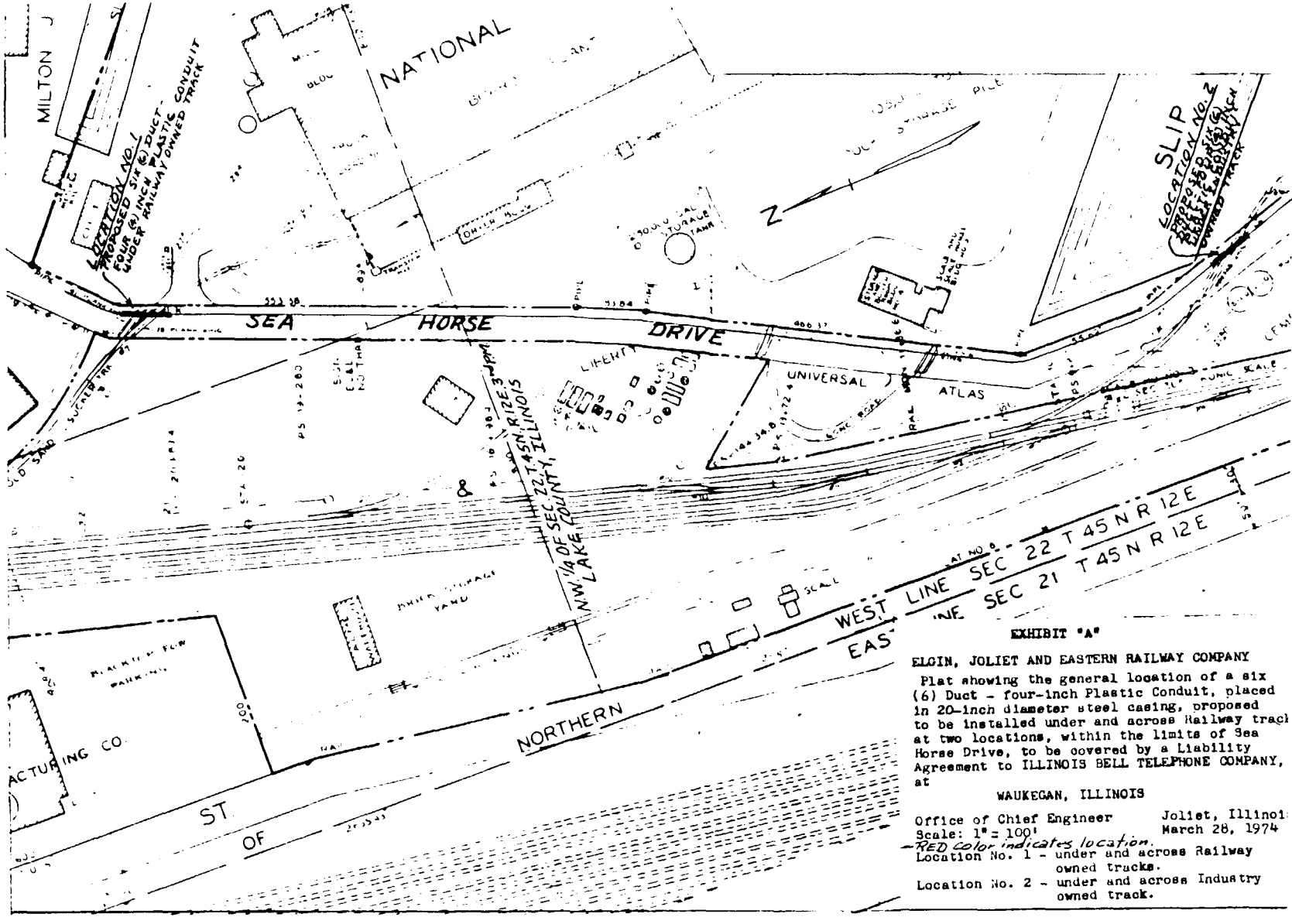


EXHIBIT "A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Plat showing the general location of a six (6) Duct - four-inch Plastic Conduit, placed in 20-inch diameter steel casing, proposed to be installed under and across Railway track at two locations, within the limits of Sea Horse Drive, to be covered by a Liability Agreement to ILLINOIS BELL TELEPHONE COMPANY, at

WAUKEGAN, ILLINOIS

Office of Chief Engineer — Joliet, Illinois
Scale: 1" = 100' — March 28, 1974

RED color indicates location.

Location No. 1 - under and across Railway owned tracks.

Location No. 2 - under and across Industry owned track.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY

OFFICE OF THE VICE-PRESIDENT RSM-A

208 SOUTH LA SALLE STREET

#170

S. M. ROGERS
VICE-PRESIDENT

CHICAGO, ILL. June 28th, 1915

Mr. P. F. McManus,
General Supt., EJ&E RY.,
Joliet, Ill.

Mr. A. Montzheimer,
Chief Engineer, EJ&E RY.,
Joliet, Ill.

Gentlemen:

I am sending herewith for your files and information, copy of contract between the EJ&E and Mr. James Morrow, under the terms of which we allow him to put in an open ditch and certain tile drains under our tracks at Waukegan, Ill.

Yours truly,

S M Rogers Jr.

Vice President

Encl.

A E M
Note & return
GHJ

7/3

THIS AGREEMENT, Made and entered into this 18th day of June, 1915 by and between ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the States of Illinois and Indiana, hereinafter designated the "Railway Company," party of the first part, and JAMES MORROW of the City of Waukegan, Illinois, hereinafter designated "Morrow," party of the second part, WITNESSETH:

THAT, WHEREAS, Morrow desires to construct, maintain and operate certain open ditches and tile drains upon, over and across the property and underneath the tracks and roadway of the Railway Company at Waukegan, Illinois, to a point of connection with the water slip of the Railway Company leading into Lake Michigan for the purpose of draining the lands of said Morrow in the vicinity of said property of the Railway Company more economically than by the use of the natural route for said drainage over other lands; and,

WHEREAS, the Railway Company is willing to give to said Morrow permission and authority to construct, maintain and operate said open ditches and tile drains upon its said property;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid from Morrow to the Railway Company, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Railway Company hereby gives to said Morrow permission and authority to construct, maintain and operate two open ditches upon, over and across the property of the Railway Company in the Southwest quarter

#170

8-1125-90--11

of Section Fifteen (15) and 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, for the purpose of draining the lands of said Morrow in the vicinity of said property of the Railway Company. The location of said ditches is shown in red upon the plat hereto attached marked "Exhibit A," hereby referred to and made a part hereof; one of said ditches shall extend from the point marked "A" to the point marked "B" and the other from the point marked "C" to a connection with said first described ditch at the point marked "D" on said Exhibit A.

SECOND. It is mutually understood and agreed that said Morrow shall place, maintain and operate a tile drain at least twenty-four (24) inches in diameter and thirty-six (36) feet long at the point where said ditch crosses underneath the tracks of the Railway Company near the point marked "C" on said Exhibit A; a tile drain at least twenty-four (24) inches in diameter and forty (40) feet long at the point where said ditch crosses underneath the tracks of the Railway Company near the point marked "E" on said Exhibit A; and a tile drain at least twenty-four (24) inches in diameter and one hundred (100) feet long at the point where said ditch crosses underneath the roadway near the point marked "F" on said Exhibit A. Said Morrow shall arrange the installation of and maintain said tile drains so that all of the water from said open ditches will pass underneath said tracks and roadway through said tile drains at said points without encroaching upon or interfering with the use of said tracks and roadway.

THIRD. Said Morrow agrees to construct said open ditches and to install said tile drains under the direction and to the entire satisfaction of the Chief Engineer of the Railway Company or his duly authorized assistant. Said Morrow further agrees to give to the Railway Company ample notice of the time when he proposes to commence said work, and when said work is completed to pay any and all costs and expenses that the Railway Company may have been put to by reason of said work.

FOURTH. Said Morrow agrees to construct said ditches and to install said tile drains and to keep the same in good order, condition and repair at his own cost and expense, and in case the Railway Company shall at any time desire any repairs, changes or alterations in location to be made to said ditches or tile drains, or any part thereof, the said Morrow shall make the same within ten days after receiving notice so to do, and in case he shall fail to make such repairs, changes or alterations in location within ten days after receiving notice so to do, the Railway Company may make the same and said Morrow shall immediately pay to the Railway Company the entire cost and expense thereof.

FIFTH. It is mutually understood and agreed that the terms and conditions of this agreement may and shall apply to any change in location of said ditches or drains and to the maintenance, operation and repair of the same thereafter . This agreement may be terminated, and the permission and authority hereby given may be terminated by either party hereto at any time

by giving to the other party thirty (30) days' notice of its or his desire and intention to terminate the same, and upon the expiration of said thirty (30) days' notice, this agreement and said permission and authority shall immediately cease and determine. Upon the termination of this agreement in any way, said Morrow at his own expense shall restore that portion of the property of the Railway Company occupied by said ditches and drains to a condition equal to that which existed at the time said ditches and drains were constructed and installed.

SIXTH. Said Morrow covenants and agrees to release, indemnify and save harmless the Railway Company from any and all expense, loss, damage or liability of every kind and nature whatsoever, and from any and all claims therefor, in any way caused by, arising from, incident to, connected with or growing out of the construction, installation, maintenance, operation, repair, change in location, removal or use of said ditches and drains, or any or either of them, whether caused by the negligence of the Railway Company or otherwise, or which may occur because of the fact of the presence of said Morrow or his employes upon the property or tracks of the Railway Company. Said Morrow further agrees at the request of the Railway Company to take upon himself the settlement of all such claim or claims and the defense of any and all suits brought to enforce such claim or claims to which said Railway Company shall be made a party, and to pay or cause to be paid any and all costs or other expenses incurred by said Railway Company because of or on

account of any such claim or claims, and any and all judgments surrendered in such suits.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its President or Vice-President and its corporate seal to be hereunto affixed, attested by its Secretary or Assistant Secretary, and the party of the second part has hereunto set his hand and seal the day and year first above written.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By A H Banks
President.

ATTEST: F L Koontz
Secretary.

James Morrow (SEAL)

Form approved:
KNAPP & CAMPBELL,
By

HIA-G

COPY

#173-A-1

THIS AGREEMENT, made and entered into the 15th day of October, 1958, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter termed the "Railway"), party of the first part, and NATIONAL GYPSUM COMPANY, a corporation (hereinafter termed the "Licensee"), party of the second part,

W I T N E S S E T H:

FIRST: The Railway hereby gives to the Licensee permission and authority to install, maintain and operate upon and underneath the right of way of the Railway near Slip No. 3 west of Pershing Road at Waukegan, Illinois, a ten (10) inch water main, manhole, valves and appurtenances necessary for connecting the same to an existing twenty-four (24) inch water main owned by the City of Waukegan, all situated in the Northwest Quarter (NW 1/4) of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian in Lake County, Illinois. The location of said water main, manhole, valves and appurtenances is shown in red on the plat hereto attached, marked Exhibit "A" and made a part hereof.

SECOND: The Licensee agrees to pay to the Railway at the office of the Railway in the City of Chicago, Illinois, the following:

1. The sum of Thirty Dollars ($30.00) immediately upon the execution of this agreement.

2. The further sum of Twenty-six Dollars ($26.00) upon the date of this agreement and the sum of Twenty-six Dollars ($26.00) upon the corresponding date of each succeeding year during the life of this agreement.

THIRD: Licensee hereby agrees that said water main, manhole, valves and appurtenances (hereinafter for convenience collectively termed "equipment") shall be installed, maintained and operated at all times in accordance with all laws and ordinances that may be applicable thereto and the rules and regulations of the proper public authorities at any time having jurisdiction thereof and in a manner and at a location satisfactory to the Chief Engineer of the Railway. Licensee further agrees that the installation, maintenance and operation of said equipment shall be at its sole cost and expense and that it shall submit plans and specifications for the construction, installation and location of said equipment to said Chief Engineer and shall secure his written approval thereof before any work shall be commenced upon the property of the Railway in connection with the installation of said equipment.

Licensee further agrees that in the event any railway track or tracks shall be constructed over, along or across said equipment during the life of this agreement, Licensee without cost or expense to the Railway, shall make any and all changes in the installation, construction or operation of said equipment as

may be either necessary or desirable in the opinion of the Chief Engineer of the Railway in order to conform to the then current "Specifications for Pipe Line Crossings under Railway Track," originally adopted in 1933 by the American Railway Engineering Association. In the event of any such change, Licensee agrees to furnish plans and specifications therefor to said Chief Engineer and secure his written approval thereof before any work in connection therewith shall be commenced upon the property of the Railway.

The Railway agrees not to withhold unreasonably any approval which by the terms of this agreement may be required of it.

The Licensee also agrees to reimburse the Railway for all expense which the Railway may be put to or incur at any time or from time to time by reason of the installation, maintenance, operation, repair or removal of said equipment, and each and every part thereof.

FOURTH: The Licensee covenants and agrees to release the Railway from all claims for loss or damage to said equipment, or any part or parts thereof, however caused or occasioned, whether by the negligence of the Railway or otherwise.

FIFTH: The Licensee shall and will indemnify, save

harmless and defend the Railway from and against any and all loss, damage and injury and from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of this agreement or out of the installation of said equipment, or the maintenance, operation, repair, replacement, change or alteration in location or use of said equipment or any part thereof.

SIXTH: In case the Railway at any time shall desire any repairs to, replacements of, or changes in said equipment, or any part thereof, then the Licensee shall make such repairs, replacements or changes upon not less than ten (10) days' written notice being sent or given by the Railway to the Licensee so to do, and if the Licensee shall have failed to make such repairs, replacements or changes upon the termination of said notice, the Railway may do so and the Licensee shall pay to the Railway immediately the entire cost and expense thereof.

SEVENTH: The Licensee shall pay before delinquency all general and special taxes and special assessments that may be levied, charged or assessed upon said equipment. In the event, however, that said equipment shall be considered or assessed as a part of the property of the Railway, the Licensee shall pay to the Railway the amount which the Railway has been obligated to pay due

to the presence of said equipment upon said property of the Railway. If the Licensee shall fail to pay such taxes and assessments when due, the Railway shall have the right but shall not be obligated to pay such taxes or assessments. The amount so paid by the Railway shall be repaid to the Railway by the Licensee immediately

EIGHTH: It is understood and agreed that the Licensee may enter upon the property of the Railway at all reasonable times for the purpose of maintaining, repairing or renewing said equipment. It is understood, however, that all such work of maintenance, repair and renewal shall be done in a proper manner and without injury to said property of the Railway, and the Licensee shall remove all materials and rubbish and shall fill up and tamp thoroughly all excavations made for the installation, maintenance, repair or renewal of said equipment and shall keep the material covering said equipment at the same level as the ground adjacent thereto at all times during the life of this agreement.

NINTH: It is understood and agreed that notwithstanding the permission and authority herein given the Railway shall have the right at all times to use all or any portion of its said property for any purpose whatsoever, and if, at any time or from time to time while this agreement shall be in effect, the presence of said equipment, in the judgment of the Railway, shall interfere in any way with any such use, the Licensee shall move said

equipment to such location upon the property of the Railway as the Railway shall designate, upon not less than thirty (30) days' written notice being sent or given by the Railway to the Licensee so to do and install and construct the same to the satisfaction of the Chief Engineer of the Railway, and if the Licensee shall have failed to move said equipment, as aforesaid, upon the termination of said notice the Railway shall have the right to move such equipment and the Licensee immediately shall pay to the Railway the entire cost and expense thereof. All other provisions of this agreement and said permission and authority shall apply to such changed location of said equipment to the same extent as though said equipment had remained in its original location.

TENTH: This agreement and the permission and authority herein given may be terminated at any time by either party hereto by giving to the other party thirty (30) days' notice in writing of its election so to do, and upon the expiration of said thirty (30) days' notice, this agreement and said permission and authority immediately shall cease and terminate. The Licensee upon the termination of said permission and authority in the manner aforesaid, or in any other manner, immediately shall remove said equipment and each and every part thereof from its present location and shall restore the property on which it is presently located to a condition equal to that which existed at the time of the installation of said equipment, at the sole cost and expense of the

Licensee and said Licensee shall save the Railway harmless from any damage, injury or expense caused or occasioned by or incident to such removal. If the Licensee shall fail to remove said equipment, as aforesaid, the Railway shall have the right to remove all or any portion of said equipment and to restore said premises as above mentioned, and the title to all of said equipment shall vest in the Railway and may be used or disposed of by the Railway in any manner which the Railway may desire. All of the costs and expenses incurred by the Railway in and by the performance of the work aforesaid shall be paid by the Licensee to the Railway. The termination of said permission and authority in any way shall not release the Licensee from any liability to the Railway which has accrued or which may accrue thereafter by reason of the violation by the Licensee of any of the covenants or agreements herein contained.

ELEVENTH: It is understood and agreed that any notice in this agreement provided shall be deemed to have been given properly if and when placed in the United States mail, registered and addressed to the party to be notified at its last known business address.

TWELFTH: It is understood and agreed that any failure by the Railway at any time or from time to time, to enforce or require the strict keeping and performance by the Licensee of any of the terms or conditions of this agreement shall not constitute a

waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

THIRTEENTH: It is covenanted and agreed by and between the parties hereto that this agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have manually executed this agreement in duplicate originals this 27 day of Oct., 1958, effective, however, as of the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By F. V. FISHER
LAND AND TAX AGENT

NATIONAL GYPSUM COMPANY

By /s/ [illegible]
President

ATTEST:

/s/ [illegible]
Secretary

WWF:er
10/8/58
11,004
1-7

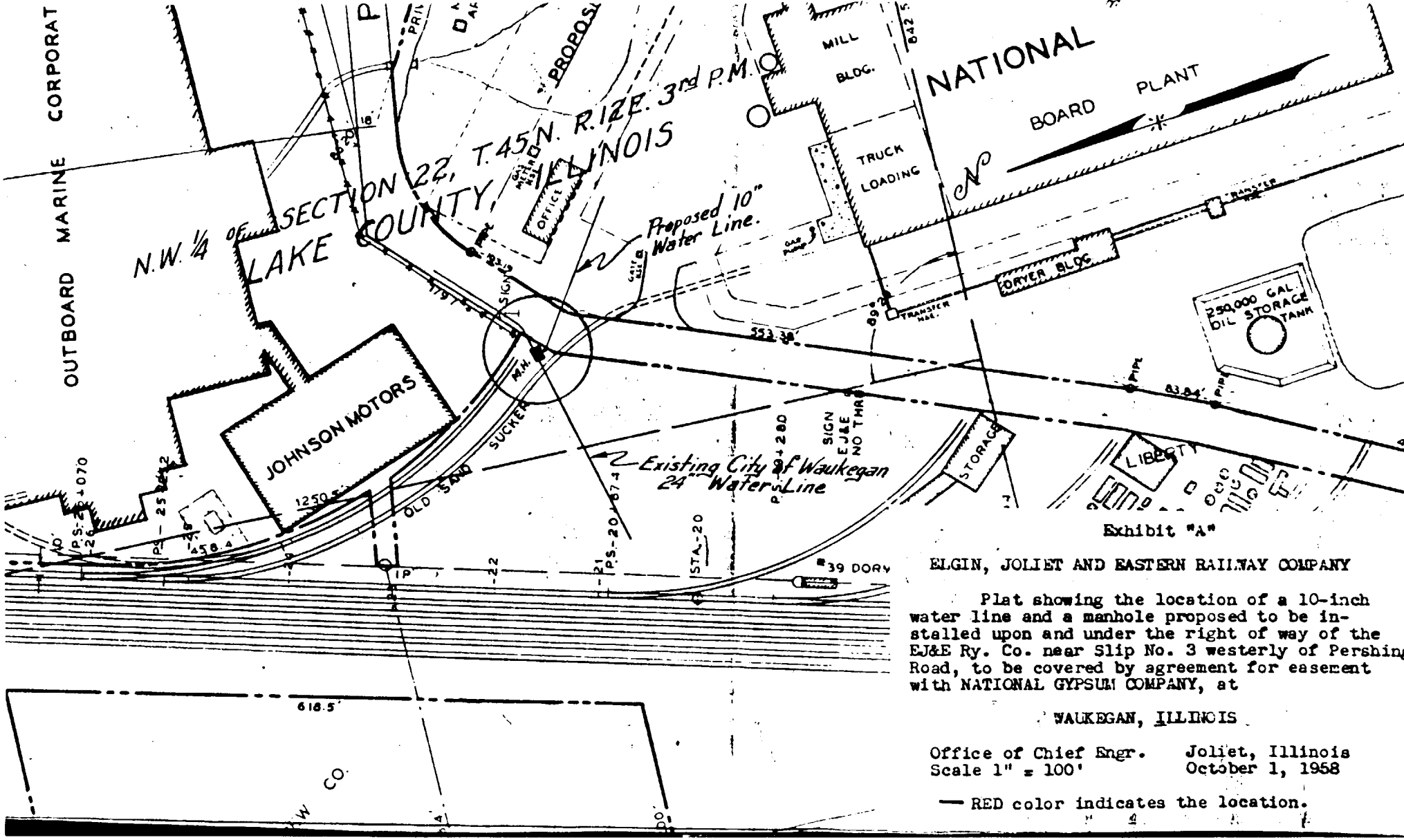


Exhibit "A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Plat showing the location of a 10-inch water line and a manhole proposed to be installed upon and under the right of way of the EJ&E Ry. Co. near Slip No. 3 westerly of Pershing Road, to be covered by agreement for easement with NATIONAL GYPSUM COMPANY, at

WAUKEGAN, ILLINOIS

Office of Chief Engr. Joliet, Illinois
Scale 1" = 100' October 1, 1958

— RED color indicates the location.

FILE WITH # 177

Enter Copy

THIS AGREEMENT, made and entered into this 4th day of June, 1935, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation of the States of Illinois and Indiana (hereinafter called the "Railway"), party of the first part, and the TRUSTEES of the NORTH SHORE SANITARY DISTRICT, a public corporation of the State of Illinois (hereinafter called the "District"), parties of the second part,

W I T N E S S E T H:

THAT, WHEREAS, the Railway is the owner of certain railroad right-of-way and real estate in the City of Waukegan, Lake County, Illinois; and

WHEREAS, the District desires to secure permission and authority to install, maintain and operate a sewer hereinafter specified upon and underneath the surface of the ground of the right-of-way and real estate and underneath the tracks of the Railway in the location hereinafter described, in the City of Waukegan, Lake County, Illinois;

NOW, THEREFORE, in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, to be observed, kept and performed by the District, the parties hereto do covenant and agree as follows:

FIRST: The Railway hereby gives to the District permission and authority to install and perpetually to maintain and

operate upon the right-of-way and real estate of the Railway, in the West Half (W.½) of the Southwest Quarter (SW 1/4) of Section Fifteen (15), in the West Half (W.½) of the Northwest Quarter (NW 1/4) of Section Twenty-two (22), and in the West Half (W.½) of the Northwest Quarter (NW 1/4) of Section Twenty-seven (27), all in Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian, in Waukegan Township, Lake County, Illinois, a sewer in the location, at the elevation, and of the character, design and dimensions, to-wit:

The location of the center line of said sewer from Dahringer Road south to City Street is as follows:

> Beginning at a point in the east line of the West Half (W.½) of the Southwest Quarter (SW 1/4) of Section Fifteen (15), which is also the west property line of the District, twenty (20) feet south of the south line of a private road commonly known as "Dahringer Road"; thence west parallel to the south line of said road two hundred sixty-seven (267) feet, more or less, to a point; thence southwesterly parallel to and twenty (20) feet easterly from the Railway's main lead track three thousand one hundred forty (3,140) feet, more or less, to a point; thence continuing southwesterly on a straight line eight hundred twenty-five (825) feet, more or less, to a point twenty-three (23) feet southeasterly from the center of last described main lead track, last described point being one hundred one (101) feet north of the north line of the W. H. Dow Manufacturing Company's property; thence southeast one hundred forty-five (145) feet to a point in the said north property line, the last described point being seventy-five (75) feet west of the northeast corner thereof; thence beginning at a point seventy-five (75) feet south of said northeast corner of said W. H. Dow Manufacturing Company's property, continuing southeast sixty-five (65) feet to a point forty-five (45) feet east of the east line of said W. H. Dow Manufacturing Company's property, last described point being two hundred ninety (290) feet north of the north line of City Street; thence continuing southeast three hundred forty (340) feet, more or less, to a point in the

north line of said City Street five hundred twenty-five (525) feet, more or less, east of the west line of said Section Twenty-two (22).

That portion of said sewer on the property of the Railway is shown in red on plat attached hereto, marked Exhibit "A", and made a part hereof.

The location of the center line of said sewer from the north line of Section Twenty-seven (27) south to McKinley Avenue is as follows:

Beginning at a point in the north line of the Northwest Quarter (NW 1/4) of Section Twenty-seven (27) one hundred twenty-five and five tenths (125.5) feet east of the northwest corner of said Section; thence southerly two hundred fifty-five (255) feet to a point seventy-eight (78) feet east of the west line of said Section; thence southeast seventy (70) feet to a point one hundred fifteen (115) feet east of the west line of said Section; thence along a line parallel to and six (6) feet easterly from the center of the Railway's most easterly spur track one hundred seventy-three (173) feet to a point one hundred twenty-two (122) feet east of the west line of said Section; thence southwesterly one hundred twenty-five (125) feet to a point one hundred (100) feet east of the west line of said Section; thence southerly two hundred forty-eight (248) feet to a point ninety (90) feet east of the west line of said Section; thence continuing southerly two hundred fifty-three (253) feet to a point sixteen (16) feet north of the north line of McKinley Avenue extended east; thence southwesterly seventy (70) feet, more or less, to a point in the west line of said Section Twenty-seven (27), five (5) feet south of the north line of said McKinley Avenue.

That portion of said sewer on the property of the Railway is shown in red on the plat attached hereto, marked Exhibit "B", and made a part hereof.

That portion of said sewer which runs parallel to Dahringer Road shall have an inside diameter of fifty-four (54)

inches. That portion of said sewer which runs from Dahringer Road south to the north line of City Street shall have an inside diameter of fifty-one (51) inches. That portion of said sewer which runs parallel to Dahringer Road and from Dahringer Road south to the north line of City Street will cross under eight (8) tracks and one (1) proposed track of the Railway, and the top of the sewer shall be not less than six and seventy-five one hundredths (6.75) feet below the base of the rails in the tracks of the Railway at the points where the sewer crosses underneath the tracks of the Railway. That portion of said sewer which runs from the north line of Section Twenty-seven (27) south to McKinley Avenue shall have an inside diameter of twenty-four (24) inches and will cross under one (1) track of the Railway. The top of said sewer shall be not less than six and seventy-five one hundredths (6.75) feet below the base of the rail in the track of the Railway at the point where said sewer crosses underneath said track of the Railway.

SECOND: The District agrees to pay to the Railway, at the office of the Railway in the City of Chicago, Illinois, the sum of Seven Thousand Dollars ($7,000.00) immediately upon the execution of this agreement.

THIRD: The District agrees to install said sewer at its own expense and under the supervision and to the entire satisfaction and acceptance of the Chief Engineer of the Railway, and in accordance with plans and specifications therefor

which shall be submitted to and approved by said Chief Engineer before said work of installation is commenced. If, during the course of installation of said sewer from McKinley Avenue north to the north line of Section Twenty-seven (27), the Railway shall install and shall notify the District that it desires three sanitary sewers, or any of them, of the Railway (located as shown in green on said Exhibit "B"), to be connected with said sewer of the District, proper connections of said sewers shall be made by the District with its said sewer, at the District's own expense, in order that the Railway may use its said sanitary sewers, as it shall have the right to do, in connection with said sewer of the District.

FOURTH: It is mutually understood and agreed that the construction of supports for certain of the tracks of the Railway will be necessary before said sewer is installed in order that said tracks of the Railway may be kept in operation and the traffic thereon may not be endangered during the installation of said sewer. It is also understood and agreed that it will be necessary to take up certain portions of the tracks of the Railway during the installation of said sewer, and to relay said tracks after the installation of said sewer is completed. The Railway agrees, upon the execution of this agreement, to proceed with the construction of and to complete such structures as in the opinion of said Chief Engineer shall be necessary for the support of said tracks of the Railway. When safe so to do, after the installation of or during the installation of said sewer, the Railway shall have the right to remove said structures, or such part or parts thereof, as it may desire to remove. The

Railway also agrees to remove and replace as aforesaid such portions of said tracks as may be necessary. The Railway shall render to the District, on or before the tenth day of each calendar month during the progress of the work provided for herein and of any other work which the Railway may perform for the District, at the request of the District or otherwise, in connection with the installation of said sewer, bills showing the entire cost and expense incurred by the Railway in the prosecution of the work provided for herein and in performing any other work in connection with the installation of said sewer during the preceding calendar month, which bills, without being construed as limiting the liability of the District to reimburse the Railway for all of the cost and expense incurred by the Railway due to the installation of said sewer, shall include the cost and expense of discharging all liability incurred by the Railway for damages, personal injuries and workmen's compensation, and the customary percentages to cover inspection, supervision, accounting and overhead expense. Such bills shall be paid by the District on or before the fifteenth day of the calendar month following the calendar month during which such work was performed and the cost and expense thereof incurred by the Railway.

FIFTH: The District agrees to install, maintain and operate said sewer at all times in accordance with all laws and ordinances that may be applicable thereto, and also in accordance with the rules and regulations of the proper public authorities now or at any time hereafter having jurisdiction thereof.

The District also agrees to reimburse the Railway immediately for all the cost and expense which the Railway may be put to or incur at any time, or from time to time, by reason of the installation, maintenance, operation, repair, or removal of said sewer, and each and every part thereof. The bills rendered by the Railway to the District for such cost and expense, without being construed as limiting the liability of the District to reimburse the Railway for all of the cost and expense incurred by the Railway by reason of the installation, maintenance, operation, repair or removal of said sewer, and each and every part thereof, shall include the cost and expense of discharging all liability incurred by the Railway for damages, personal injuries and workman's compensation, and the customary percentages to cover inspection, supervision, accounting and overhead expense, and all such bills shall be paid promptly by the District.

SIXTH: It is mutually understood and agreed that the said sewer shall be installed in accordance with, and as provided by, the plans and specifications prepared by Greeley & Hansen, Sanitary Engineers, of Chicago, Illinois, copies of which plans and specifications, identified by the signatures of the parties hereto by their respective proper officers, are hereby referred to and made part hereof. The said sewer shall be maintained and operated and kept in good order, condition and repair by the District at all times and at the District's own expense in a manner satisfactory to the Chief Engineer of the Railway and so as not to interfere with the Railway in the con-

duct of the business of the Railway.

SEVENTH: It is mutually understood and agreed that the Railway shall have the right, and it hereby reserves the right, at any time, or from time to time, to maintain, operate, repair, renew and replace its existing tracks, buildings, structures and facilities, and to install, maintain, operate, repair, renew and replace such additional track or tracks and such buildings, structures and facilities, as it may elect, upon the right-of-way and real estate now owned or acquired by it at or adjacent to any and all points where said sewer is to be installed, and the right to elevate or depress its existing tracks and any of its tracks hereafter constructed at or adjacent to any and all points where said sewer is to be installed, to any grade which may be determined by the Railway or shall be required by law, so long as the exercise and enjoyment of the rights reserved by the Railway as aforesaid shall not require any change in the location of said sewer. The District shall do everything which may be necessary and shall assume and pay the entire expense involved in protecting said sewer from damage not only during the times that the foregoing changes or additions are being made by the Railway but also after such changes or additions have been made, in order that the Railway may exercise and enjoy the rights reserved by the Railway as aforesaid without liability for damage to said sewer. If the Railway at any time shall desire the District to protect said sewer as aforesaid, or if the Railway at any time or times shall desire any repairs to,

or replacements of, said sewer, or any part thereof, then the District shall proceed at once to protect said sewer and to make and to complete, as soon as possible, such repairs or replacements, as the case may be, after written notice shall be sent or given by the Railway to the District so to do, and all such protection shall be furnished and such repairs and replacements shall be made at the sole cost and expense of the District. In case the District shall fail to furnish such protection or to make such repairs or replacements as aforesaid, then the Railway may furnish such protection and may make such repairs or replacements and the District shall pay to the Railway immediately thereafter the entire cost and expense thereof.

EIGHTH: It is mutually understood and agreed that if, at any time, or from time to time hereafter, any law, or any rule or regulation of any lawful public authority shall require that said sewer be removed from the property of the Railway, the District shall remove such sewer at its own cost and expense.

NINTH: It is mutually understood and agreed that the District may enter upon the property of the Railway at all reasonable times for the purpose of installing, changing, maintaining, repairing, renewing or removing said sewer. It is understood, however, that all such work shall be done in a proper manner and without injury to said property of the Railway, and the District shall fill up and tamp thoroughly all excavations made for such work, and shall keep the material covering said sewer at the same level as the ground adjacent thereto at all

times during the life of this agreement.

TENTH: The District covenants and agrees to release the Railway from all claims for loss or damage to said sewer, or any part or parts thereof, however caused or occasioned, whether by the negligence of the employees of the Railway, or otherwise.

ELEVENTH: The District covenants and agrees to indemnify, save harmless and defend the Railway from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the installation, maintenance, operation, repair, renewal, change, replacement, existence, leakage or removal of said sewer, or any part or parts thereof.

TWELFTH: It is mutually understood and agreed that, if at any time after the installation of said sewer, the District shall fail to use said sewer for a period of twenty-four (24) consecutive months, or if the District at any time, or from time to time, shall refuse or neglect to keep and perform any of the terms, covenants, conditions or agreements herein contained, on its part to be kept and performed, for a period of sixty (60) days after the Railway shall have made written demand upon the District that it keep and perform said terms, covenants, conditions and agreements, then the permission and authority herein given, without further notice, immediately shall cease and terminate, and the District, upon the termination of said per-

mission and authority in the manner aforesaid, or in any other manner provided for in this agreement, immediately shall remove said sewer and each and every part thereof from the property of the Railway, and shall restore said property to a condition equal to that which existed at the time of the installation of said sewer, at the sole cost and expense of the District, and said District shall save the Railway harmless from any damage, injury or expense caused or occasioned by or incident to such removal. If the District shall fail to remove said sewer, or part thereof, as aforesaid, the Railway shall have the right to remove the same, and to restore said premises as above mentioned, and the title to said sewer shall vest in the Railway and may be disposed of by the Railway in any manner which the Railway may desire. All of the costs and expenses incurred by the Railway in and by the performance of the work aforesaid shall be paid by the District to the Railway. The termination of said permission and authority in any way shall not release the District from any liability to the Railway which has accrued or which may accrue thereafter by reason of the violation by the District of any of the covenants or agreements herein contained.

THIRTEENTH: It is mutually understood and agreed that any notice or demand in this agreement provided for shall be deemed to have been given or made properly if and when placed in the United States mail, registered and addressed to the District, at its last known principal office or place of business in the City of Waukegan, Illinois.

FOURTEENTH: Any waiver by the Railway at any time, or

from time to time, of any breach of this agreement by the District shall relate only to the particular instance in which such waiver occurs and shall not effect or impair the rights of the Railway at any time thereafter to avail itself of its rights under this agreement in the event of any subsequent breach or breaches thereof by the District.

SIXTEENTH: The Railway and the District mutually understand and agree that there shall be no mechanic's or other lien upon said right of way or real estate of the Railway, and that no contractor, materialman, employee or other person shall assert any mechanic's or other lien upon said right of way or real estate, and that the District shall keep said right of way and real estate free and clear of all mechanic's or other liens, claims and incumbrances which might attach to said right of way or real estate by reason of the construction, maintenance or operation of said sewer for the District. The District further covenants and agrees that before making any payment to any person, firm or corporation for the performance of any labor or for the furnishing of any material in the construction, maintenance or operation of said sewer for said District, the said District shall secure from each such person, firm or corporation full and sample to waivers in writing of all mechanic's or other liens upon said right of way or real estate.

SEVENTEENTH: This agreement shall not become effective unless and until approved by the Illinois Commerce Commission.

SEVENTEENTH: It is mutually covenanted and agreed by and between the parties hereto that this agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

IN WITNESS WHEREOF, the Railway has caused these presents to be executed in duplicate by its _____ President, and its corporate seal to be hereunto affixed, attested by its _____ Secretary, and the District has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, attested by its Clerk, the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By S. M. Rogers
_____ President

(Seal)

OK
AM.
FORM APPROVED
Knapp, Beye, Allen
& Cushing
H. I. Allen
May 16, 1935

OK
TAB
5/29/35

ATTEST:

Edw. Beecroft
_____ Secretary

NORTH SHORE SANITARY DISTRICT,

By John Oliver
President

ATTEST:

A. J. Baumbein
Clerk

(Seal)

HI1:MC
5/13/35
5864

THIS AGREEMENT, Made and entered into this First day of June, 1928, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation, (hereinafter called the "Railway") party of the first part, and O. LAWRENCE CLESEN, of Highland Park, Illinois, (hereinafter called the "Contractor"), party of the second part, W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Contractor hereby agrees to perform all labor and to furnish all equipment, tools, machinery and appliances for constructing and finishing, and to construct and finish four hundred sixty-five (465) lineal feet, more or less, of dock to be built for the Railway Company at Waukegan, Illinois, along the southeast end of Slip Number Three (3) and along the west line of the main channel between Slip Number Two (2) and Slip Number Three (3), in the location shown in red on the blue-print hereto attached, marked Exhibit "A", and made a part hereof. All of said work shall be constructed and finished by the Contractor in the most substantial and workmanlike manner, under the direction of and to the entire satisfaction and acceptance of the Chief Engineer of the Railway Company in charge of said work. All of said work shall be performed in accordance with the specifications and plans therefor, marked Exhibits "C" and "B" respectively, hereto attached and made a part hereof. All of the material entering into the construction of said work shall be furnished by and at the expense of the Railway Company

8-1412-90-5
181

at or in the vicinity of said work.

SECOND: It is mutually understood and agreed that all of the terms and provisions of said specifications and everything shown on said plans, constitute a part of this contract, with the same force and effect as if said terms, conditions and provisions of said specifications and everything shown on said plans, were actually written herein. In the event that there shall be any conflict between the provisions of this contract and those contained in said specifications, or between the provisions of this contract and anything shown on said plans, the provisions of this contract shall govern and shall determine the rights and obligations of the parties hereto.

THIRD: The Contractor agrees to commence said work immediately after the execution of this contract and to complete all of said work on or before the 1st day of August, 1928.

FOURTH: The Contractor agrees to bear all loss and damage to tools, equipment, materials and supplies of the Contractor which are used or to be used by the Contractor in the prosecution of the work of this contract however such loss or damage may be caused or occasioned, whether by fire or otherwise. Said Contractor further agrees to indemnify and save harmless the Railway Company from and against all liability for such loss and damage.

FIFTH: The Railway Company hereby agrees with the said Contractor that for doing and completing the work aforesaid, as required by this contract and said specifications and plans, it will pay or cause to be paid to said Contractor, as follows:

For constructing and finishing dock, the sum of

Eighteen ($18.00) Dollars per lineal foot of dock. If the Railway Company shall furnish any extra piles to be driven by the Contractor, the sum of Fifty-six (.56¢) Cents per each lineal foot of said extra piling driven by said Contractor.

Payments shall be made in the manner provided for in said specifications.

IN WITNESS WHEREOF, the Railway Company has caused these presents to be executed by its President or Vice-President and its corporate seals to be hereunto affixed, attested by its Secretary or Assistant-Secretary, and the Contractor has hereunto set his hand and seal, the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By O. J. Banks
President.

ATTEST: J L Koost
Secretary.

O. Laurency Olesen (SEAL)

HIA-BB
5-31-28

KNOW ALL MEN BY THESE PRESENTS, That we, O. LAWRENCE OLESEN, of Highland Park, Illinois, as principal, (hereinafter called the "Contractor"), and The Fidelity & Casualty Co of New York, as surety, are held and firmly bound unto ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation, its successors and assigns, (hereinafter called the "Railway Company"), in the penal sum of Eight Thousand three hundred seventy Dollars ($ 8,370.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 13th day of July, 1928.

The condition of this obligation is such that if the bounden Contractor shall perform all labor and shall furnish all equipment, tools, machinery and appliances for constructing and furnishing, and shall construct and furnish four hundred sixty-five (465) lineal feet, more or less, of dock for the Railway Company at Waukegan, Illinois, along the southeast end of Slip No. 3 and along the west line of the main channel between Slip No. 2 and Slip No. 3, as provided for in the above and foregoing contract in writing between the Railway Company and the said Contractor, bearing date of the day of , 1928, and shall keep and perform promptly and faithfully each and every of

the terms, agreements, obligations and conditions in said contract contained or referred to by said Contractor to be kept and performed, then this obligation to be void, otherwise in full force and effect.

O. Laurence Olesen (SEAL)
The Fidelity & Casualty Co.
Albert A. Rand (SEAL)

Copy

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Exhibit "C"

SPECIFICATION FOR FOUR HUNDRED SIXTY-FIVE (465) LINEAL FEET, MORE OR LESS, OF DOCK TO BE BUILT BETWEEN SLIPS #2 AND #3 AT WAUKEGAN, ILLINOIS.

Chief Engineer's Office
Joliet, Illinois. January 19th, 1928

LOCATION:

The location of the proposed work is more particularly shown on attached blue print, marked Exhibit "A" and made a part of these specifications. The heavy red line indicates dock to be built. The work as shown on blue print shall be divided approximately as follows:

255 lineal feet dock to be built along the southeast end of Slip #3.

210 lineal feet dock to be built along the west line of main channel between Slips #2 and #3.

NEW DOCKING

Typical section and elevation on plans attached, marked Exhibit "B", show in detail the method of construction of the dock to be built, and must be followed in every detail.

BIDS:

The contractor shall make alternate bids as follows:

First: The contractor to furnish all materials, plants, tools, and do all work of whatever kind necessary to fully complete and finish the new dock as described herein, and more particularly shown on attached plan marked Exhibit "B".

The contractor to furnish plants, tools, and do all the work of whatever kind necessary to fully complete and finish dock as herein described.

PILING:

All piles shall be cut from good sound, live timber. They shall have a uniform taper from end to end, shall be sound, straight and of the dimensions given herein, and as shown in the plans.

DOCK PILES:

Dock piles shall be of sound white oak. They shall be thirty (30) feet in length, not less than ten (10) inches in diameter at the smaller end and fourteen (14) inches in diameter at the larger end. They shall be driven plumb and in true lines, and spaced four (4) feet apart, center to center. The top of piles when driven shall not be more than five and two-tenths (5.2) feet above Government datum. After the dock piles are driven they shall be sawed off to a uniform height of four and two-tenths (4.2) feet above Government datum. Dock piles shall be shod with steel points before driving.

ANCHOR PILES:

Anchor piles shall be of sound white or burr oak, They shall be twenty-two (22) feet in length, not less than eight (8) inches in diameter at the smaller end and twelve (12) inches in diameter at the larger end. They shall be driven plumb and in a true line parallel to the dock line and thirty seven (37) feet therefrom as shown on the plans. Anchor piles shall be spaced four (4) feet apart, center to center.

by one and one-quarter ($1\frac{1}{4}$) inch round drift bolts twenty-six (26) inches long. Holes for the drift bolts shall be one-sixteenth (1/16) inch less in diameter than the diameter of the drift bolts. The caps shall be spliced with lap joints, splices to be secured with two (2) three-quarter($\frac{3}{4}$) inch standard machine bolts, having wrought plate washers under the head and nut. The heads of the bolts shall be countersunk so as to be flush with the top of cap.

TRIMMERS:

Back of the caps shall be placed a filling piece or trimmer of 4x 12 fir breaking joints with the joint in the caps, which shall be securely spiked to the cap with 5/8" x 8" boat spikes.. The second trimmer from the top shall be placed as shown on the drawing. It shall be 8" x12" fir and located five and eight-tenths (5.8) feet below Government datum. The lower trimmer shall be 12"x 12" fir and located fourteen and eight-tenths (14.8) feet below Government datum. The trimmers shall be securely held in place until after the sheeting is driven, and shall be long enough to lap at least five piles.

SHEETING:

The sheeting shall consist of nine (9) inch Wakefield sheet piling, three thicknesses of plank, driven as follows:

The outer row or that next to the dock piles is to be of fir 3" x 10" - twenty-six (26) feet in length. It shall

boat spikes. The inner rows of sheeting shall be made up of 3"x10" - twenty-six (26) feet in length, driven so that they will break joints with the outer line of sheeting, and with each other, the laps in no case to be less than five (5) inches. They shall be closely driven to form with the outside sheeting an absolutely sand-tight revetment. When driven they shall be properly spiked to the outer sheeting.

ANCHORAGE:

All anchor rods shall be one and three-eights (1-3/8) inches in diameter and the screw ends shall be upset to one and three-quarters (1¾) inches in diameter for a length of one foot at the threaded ends. All rods shall have button heads twice the diameter of the rods, and shall be fitted with 6" x 6" x ¾" wrought plate washers under the heads and nuts. The nuts are to be American Bridge Company standard. The rods shall be free from welds and of a single piece. They shall be spaced four (4) feet apart, one rod applied to each dock pile.

The dock piles shall be bored for the rods at a point one and eight-tenths (1.8) feet below Government datum. The rods shall extend through the front piles and through an anchor sill placed back of the anchor piles. The top of anchor sill, when in place shall not be less than one (1) foot, nor more than two (2) feet below Government datum.

Anchor sills shall be not less than twenty-two (22) feet in length. They shall be 12" x 12" white or burr oak timber, sound and straight.

A sufficient number of temporary anchor rods shall be placed, before driving sheeting, to hold dock in line while the sheeting is being driven. These rods are to be removed when permanent rods are placed. The earth must be filled in solidly in front of anchor piles and anchor mills before stress is put on the dock rods, and care must be taken so that anchor piles are not pulled out of place when the dock is filled.

When the dock is completed and filled, its various sections must be streight from end to end, and must conform to the lines as originally given by the engineer in charge.

All piles and sheeting must be put down to the clay or hard pan, with a water jet and then driven to proper depth with a hammer.

WALING:

After sheeting has been driven a 12" x 12" white oak wale will be applied to the outside of the dock, the top of this wale to be one and two-tenths (1.2) feet above Government datum. This wale to be bolted to each pile with a one and one-quarter (1¼) inch bolt with wrought plate washers under head and nut. Head of bolt to be countersunk on face of waling so that it will be flush with the surface of the timber.

SCHEDULING BIDS:

The bidder will schedule bids for the work as follows:

> Price per lineal foot for furnishing material for, and building dock complete in accordance with these plans and specification.

Price per lineal foot for furnishing and driving piling.

Price per lineal foot for building dock complete in accordance with these plans and specifications, the Railway Company furnishing materials.

Price per lineal foot for driving piles, the Railway Company furnishing piles.

LINE AND GRADE STAKES:

The location and position of all line and grade stakes will be given by the Chief Engineer, and the contractor shall be responsible for such stakes, and shall see that the same are retained until the completion of the work, or until the Chief Engineer shall give his authority in writing for removal thereof.

In the event of the Railway Company supplying material the contractor will take charge of and apply in proper manner the steel pile points at his expense.

GENERAL CONDITIONS

BIDS:

Bids must be received on or before February 17th, 1928. The Railway Company reserves the right to reject any and all bids.

CONTRACT:

A contract in writing shall be entered into between the Railway Company and the contractor for the performance of said work in accordance with and subject to the terms and conditions of the specification and as shown on the plans.

MATERIALS:

Materials entering into the construction of the work covered by this contract shall be furnished at the site by the Contractor, or by the Railway Company(See "Bids" page 1 of specification) at the Railway Company's option.

All material entering into the construction of work covered by this contract, which is manufactured by any subsidiary company of the United States Steel Corporation, shall be purchased by the contractor from such company.

TRANSFER OR SUBLETTING:

The contractor shall not transfer or sublet the work or any part thereof to any person except with the written consent of the Railway Company. In case such consent is given, it shall not relieve the contractor from any of the obligations of the contract, and any transferee or sub-contractor shall be

parties hereto the contractor shall be and remain liable as if no such transfer or subletting had been made.

CO-OPERATION:

The contractor and his sub-contractors, if any, shall co-operate with all contractors, the Railway Company and any other persons in, upon or about the work, and shall carry on his work so that none of the co-operating contractors, the Railway Company or any other persons shall be hindered, delayed or interfered with in the progress of their work, and so that all of the work shall be a finished and complete job of its kind.

FOREMAN:

The contractor is to keep a foreman who is satisfactory to the Engineer, constantly upon the premises while his work is in progress.

BONDS:

The contractor shall execute and deliver to the Railway Company a bond in a penal sum equal to the amount of his bid, with such sureties as shall be approved by the Railway Company, conditioned that said contractor shall duly keep and perform all of the terms and conditions of the contract on his part to be kept and performed.

DATE FOR COMMENCEMENT AND COMPLETION OF WORK:

The contractor shall commence the work within ten (10) days after the contract is signed and shall complete the work on or before May 1st, 1928.

PLANS AND SPECIFICATIONS:

Anything shown on the plans and not in the specifications or shown in the specifications and not on the plans, necessary in the way of labor, material and/or tools to make the work complete, shall be done by the contractor without extra charge, the intent and meaning of the specification being that the contractor shall finish the part of the work embraced in his contract complete in all respects ready for use, for the contract price.

It is also understood that the plans and specifications are the property of the Elgin, Joliet and Eastern Railway Company and must be returned with bids or same will not be considered. The contractor, however, is required to stamp the plans and specifications from which he figured his bid, so that same can be identified, should it be necessary. All plans and specifications must be returned to the Railway Company whenever required by the Chief Engineer.

The work shown upon the drawings is intended to be accurate, according to the scale to which drawing is made;- but figured dimensions and detail drawings are in all cases to be followed, and all sizes marked upon the drawings, or hereinafter specified, are finished sizes.

CHIEF ENGINEER:

The work provided for in the contract shall be performed under the direction of and to the entire satis-

faction and acceptance of the Chief Engineer of the Railway Company, and his decision upon all questions and disputes which may arise, relative to the contract, plans and specifications, shall be final and binding upon the parties hereto. The Chief Engineer may make corrections of errors or omissions in the plans and specifications when necessary for the proper fulfillment of the intention thereof, the effect of such corrections to date from the time said Chief Engineer gives due notice thereof to said Contractor.

The contractor, at all times, shall provide the Chief Engineer with safe and adequate facilities for the inspection of the work.

ALTERATIONS:

The Chief Engineer shall have the right to make such alterations in the character, form, position, dimensions, designs or material of the work, or any part thereof, as he may desire, either before or after the commencement of the work of construction, and if the alterations so made diminish the quantity of material and labor or either thereof to be furnished, the same shall not constitute a claim for damage or anticipated profits on the material and labor or either thereof thus dispensed with, but an allowance therefor shall be made and deducted by the Chief Engineer from the price provided in the contract, according to the quantity of the labor and material or either thereof actually so dis-

pensed with, and at the price established for such labor and material or either thereof, as the case may be, under the contract, or if no price be established, then at what would have been the actual reasonable cost thereof, as determined by said Chief Engineer, had such work been performed. If, on the other hand, such alterations increase the quantity of labor and material, or either thereof to be done, such increase shall be paid for according to the quantity actually done and at the price established for such labor and material or either thereof as the case may be by the contract, or if no price be established, then at the actual reasonable cost thereof, as fixed by said Chief Engineer. No alterations, however, shall be made in the work except upon the written order of the Chief Engineer.

DEFAULT OF CONTRACTOR:

If the Contractor, at any time, shall refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any of the agreements herein contained, such refusal, neglect, or failure being certified by said Engineer, the Railway Company, after three days' written notice is sent or given to the Contractor, may either terminate this contract or may exclude the contractor and said Contractor's employes and agents from the work with-

out terminating this contract. The Railway Company, having exercised either of the above elections, may enter upon the premises and take possession of all materials, tools, supplies, equipment and appliances thereon, and may finish the work with its own forces and may provide the necessary labor and additional materials, tools, supplies, equipment and appliances for finishing the work, or the Railway Company may employ any other person or persons to finish the said work. The contractor shall not be entitled, in any event, to receive any further payment under this contract after such notice is sent or given until said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid the contractor under this contract shall exceed the cost and expense of finishing the work, such excess shall be paid by the Railway Company to the contractor; but if such cost and expense shall exceed such unpaid balance, the contractor shall be liable for and shall pay such difference to the Railway Company. The said cost and expense of completing the work, as herein provided for, and any damage incurred through the default of the contractor, shall be audited and certified by said Engineer, whose certificate thereof shall be final and binding upon the parties hereto.

APPLICATION OF WORK:

The Chief Engineer shall have the power to direct the application of the working force of the contractor to

any particular portion or portions of the work, and to order the increase of said working force at his discretion.

DISCIPLINE:

The contractor shall not employ in the prosecution of the work any person or persons to whom the Chief Engineer may object, and the Chief Engineer shall have the right to require the removal of any particular workman or workmen from the work, if in his judgment it would be to the interest of the Railway Company that such workman or workmen should be removed.

EXTRA WORK:

The cost of any extra work shall not be paid to the contractor by the Railway Company unless such extra work shall have been done by direction of the Chief Engineer in writing, and such written direction must, in each case, contain the rates and method of payment for said extra work.

LABOR, TOOLS, ETC.

The contractor at his own expense will furnish all labor, tools, implements, machinery, appliances, supplies, mortar boxes, and everything necessary for the performance of the contract.

REMOVAL OF TOOLS, ETC.

At the completion of the work the contractor shall remove all tools, implements, machinery, appliances, left-over supplies, rubbish, staging, mortar boxes and everything used in the performance of the contract.

IMPROPER MATERIALS AND WORK:

The contractor, within twenty-four (24) hours after receiving written notice from the Chief Engineer so to do, shall take down all portions of the work which the Chief Engineer shall by written notice condemn as unsound or improper, or in any way failing to conform to the plans and specifications, and the contractor shall make good all work damaged or destroyed thereby, all at the sole cost and expense of the contractor. If, however, at the time of making monthly or other estimate, the Chief Engineer should neglect to condemn defective work, such neglect shall not be construed as an acceptance of any such work.

RESPONSIBILITY FOR THE WORK:

Prior to the completion of the work by the contractor and the acceptance thereof by the Railway Company, the work shall remain at the risk of the contractor, and said contractor shall be required to repair, replace, renew and make good at his own expense, all damages caused by collision, fire, force or violence of the elements, or any other cause whatsoever provided however, that in such cases and in all cases where the contractor has been delayed in his prosecution of the work from any cause whatsoever, beyond the control of the contractor, the contractor shall be entitled to a reasonable extension of time within which to complete the said work. The contractor shall accept any extension or extensions of time given by the Railway Company within which to complete the work on

account of any delays suffered by the contractor as here-inabove referred to, as full compensation from the Railway Company for any and all damages and expenses which the contractor may have suffered by reason or on account of such delay.

PERMITS, LAWS AND ORDINANCES:

The contractor shall procure and pay for all permits that may be required and shall comply with all laws, ordinances, or other regulations of the proper authorities which may in any way affect the work, and shall be responsible for any damages arising from the neglect to procure said permits or from disregarding said laws, ordinances or other regulations.

LIENS:

The Railway Company and the contractor mutually understand and agree that there shall be no lien upon said work or upon any of the premises owned or occupied by the Railway Company, and that the contractor, his sub-contractors, if any, and the employes of the contractor, or sub-contractors, if any, shall assert no lien upon said work or upon any premises owned or occupied by the Railway company, and that the contractor will keep said premises and work free and clear of all liens, claims and encumbrances, and will deliver said permises and work to the Railway Company free from any and all liens, claims and encumbrances of every description.

The contractor shall indemnify, save harmless and defend the Railway Company from all liens, claims and encumbrances, that may be asserted against said work or against any premises owned or occupied by the Railway Company, and from all suits, actions or legal proceedings brought in an attempt to enforce the same, together with all costs, attorneys' fees and other expenses incident thereto, and shall furnish evidence satisfactory to the Railway Company when called for by said Railway Company that all alleged liens, claims, encumbrances, costs, attorneys' fees and expenses have been fully paid or satisfactorily discharged, and if such evidence is not furnished, an amount sufficient to pay the same may be retained from any moneys due or that may become due to said contractor until such alleged liens, claims, encumbrances, costs, attorneys' fees and expenses have been fully discharged.

PATENTS:

The contractor shall and will indemnify, save harmless and defend the said Railway Company from any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any infringement or to any claimed infringement of any patent or patents in any wise relating to any machines, appurtenances, materials, appliances, or articles used by

in the work or in any way connected therewith or with the use thereof by the Railway Company.

DAMAGES AND INJURIES:

The contractor shall and will indemnify, save harmless and defend said Railway Company and the subsidiary companies of the United States Steel Corporation, and each of them, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees, in any manner caused by, arising from, incident to, connected with, or growing out of the performance of the contract.

WORKMEN'S COMPENSATION:

The contractor shall provide and pay (in accordance with the provisions of the "Illinois Workmen's Compensation Act", effective July 1st, 1913, and any Acts amendatory thereof) compensation for injuries sustained by, or death resulting to any of his employes arising out of or in the course of their employment in the performance of any of the work of the contract and, further, shall carry insurance in a company satisfactory to the Railway Company, fully insuring the contractor's liability to pay the compensation provided in said Act. The contractor also agrees to deposit said policy, or a true copy thereof, with the Railway Company.

from and against all claims, demands, or suits which may be made or brought against the Railway Company on account of any claim made under any of the terms and provisions of said Act, for injury to or death of any of the employes of the contractor, his agents, or sub-contractors, if any.

PAYMENTS:

Payments shall be made in the following manner:

Eighty-five (85) per cent on monthly estimates in writing by said Engineer on the fifteenth day of the month, for the work performed during the preceeding month, and the remainder on or before sixty (60) days after the said Engineer has delivered the final certificate to the contractor, as hereinafter provided for.

When, in the opinion of the Engineer, all of the work has been completed in accordance with the contract, plans and specifications, said Engineer shall make up and furnish the said contractor with a copy of a tentative final estimate, showing the amount due and owing to the contractor on account of the work and the items thereof. Within ten (10) days after the receipt of such tentative final estimate, the contractor shall notify the Engineer in writing, either that the same is acceptable or unsatisfactory. If acceptable, the Engineer shall furnish the contractor with a final

Certificate in writing within five (5) days after receipt of such notice. If unsatisfactory, the Engineer shall give the contractor full opportunity to explain the items in dispute and within five (5) days thereafter the Engineer shall furnish a final certificate in writing to the contractor, in the amount which the Engineer shall deem proper.

The amount of each estimate as certified to by the Engineer, and the amount of the final certificate, shall be paid to the said contractor, as hereinbefore specified, provided, however, that an amount sufficient to discharge all of the obligations assumed by said contractor under the contract may be deducted from any moneys at any time due said contractor, and may be retained by said Railway Company and either used to discharge said obligations or held until such obligations are discharged or otherwise settled. Should there appear to be any such obligations after all payments are made, said contractor shall refund to said Railway Company all moneys that the latter may be compelled to pay in discharging the same.

The issuance of said final certificate in writing to said contractor, as hereinabove provided for, shall be sole and conclusive evidence of the completion of the work by the contractor and of the acceptance thereof by the Railway Company.

MEANING OF TERMS:

The words "Chief Engineer", "Engineer" or "Superintendent", whenever used in these specifications, shall mean the Chief Engineer of the Elgin, Joliet and Eastern Railway Company, or his authorized representative, and the words "Railway Company" wherever used herein, mean the Elgin, Joliet and Eastern Railway Company.

TRANSPORTATION:

The contractor shall pay all lawful freight, demurrage, storage and other transportation charges on all materials and supplies, tools, machinery and appliances furnished or used by him in the work provided for by the contract.

#183-A-5

THIS AGREEMENT, made and entered into this 15th day of April, 1956, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter called the "Railway"), party of the first part, and OUTBOARD MARINE & MANUFACTURING COMPANY, a corporation (hereinafter called "Licensee"), party of the second part;

W I T N E S S E T H:

FIRST: The Railway hereby gives to the Licensee permission and authority to install, maintain and operate four (4) twenty-four (24) inch reinforced culvert pipes across and under the right of way and spur track of the Railway north of Slip No. 3 at Waukegan, Illinois, situated in the Southwest Quarter (SW 1/4) of Section Fifteen (15), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian in Waukegan Township, Lake County, Illinois. The location of said pipes is shown in red on the plat hereto attached, marked Exhibit "A" and made a part hereof.

SECOND: The Licensee agrees to pay to the Railway, at the office of the Railway in the City of Chicago, Illinois:

1. The sum of Twenty-five Dollars ($25.00) upon the execution of this agreement.

2. The further sum of Twenty-six Dollars Forty Cents ($26.40) upon the date of this agreement and the further sum of Twenty-six Dollars Forty Cents ($26.40) upon the corresponding date of each succeeding year.

THIRD: Licensee agrees that said pipes and all appurtenances for the installation and operation thereof (hereinafter for convenience collectively termed "equipment"), shall be constructed, installed, maintained, repaired and operated in accordance with "Specifications for Pipe Line Crossings under Railway Track," adopted in 1933 by the American Railway Engineering Association, reapproved with revisions 1954, and in a manner satisfactory to the Chief Engineer of the Railway and at the expense of the Licensee. The Railway hereby agrees that upon written request it will furnish Licensee with a copy of said Specifications.

Licensee further agrees that said culvert pipes shall be all reinforced concrete pipe which shall conform to A.S.T.M. designation C-76, table 2, and that any and all joints shall be mechanical rubber gasket joints. The Railway agrees that if reinforced concrete pipe and mechanical joints as hereinbefore specified are installed, then Licensee shall not be required to encase said pipes as provided in said "Specifications for Pipe Line Crossings under Railway Track."

Licensee further agrees to install and thereafter maintain said pipes at a depth of not less than three feet six inches (3'6") below the base of the lowest rail in the tracks beneath which said equipment may be installed and the Railway agrees that installation and maintenance at such depth will be accepted in lieu of installation and maintenance at such other depth as may be

required by the terms of said "Specifications for Pipe Line Crossings under Railway Track,"

Licensee further agrees that all plans and specifications for said equipment and appurtenances and the construction, installation and location thereof shall be submitted to said Chief Engineer and that written approval thereof shall be secured from said Chief Engineer before Licensee shall commence any work in connection with the installation of said equipment upon the property of the Railway.

FOURTH: The Licensee agrees to install, maintain and operate said equipment at all times in accordance with all laws and ordinances that may be applicable thereto, and also in accordance with the rules and regulations of the proper public authorities now or at any time hereafter having jurisdiction thereof.

FIFTH: In case the Railway at any time shall desire any repairs to or replacements of said equipment, or any part thereof, then the Licensee shall make such repairs or replacements, as the case may be, within ten (10) days after written notice shall be sent or given by the Railway to the Licensee so to do. In case the Licensee shall fail to make such repairs or replacements within ten (10) days after such notice is sent or given as aforesaid, then the Railway may make such repairs or replacements and the Licensee shall pay to the Railway immediately thereafter the entire cost and expense thereof.

SIXTH: It is understood and agreed that the Licensee may enter upon the property of the Railway at all reasonable times for the purpose of installing, maintaining, repairing or renewing said equipment. It is understood, however, that all such work of installation, maintenance, repair and renewal shall be done in a proper manner and without injury to said property of the Railway, and the Licensee shall remove all materials and rubbish and shall fill up and tamp thoroughly all excavations made for the installation,maintenance, repair or renewal of said equipment, and shall keep the material covering said pipe at the same level as the ground adjacent thereto at all times during the life of this agreement.

SEVENTH: The Licensee covenants and agrees to release the Railway from all claims for loss or damage to said equipment, or any part or parts thereof, however caused or occasioned, whether by the negligence of the employees of the Railway, or otherwise.

EIGHTH: The Licensee covenants and agrees to indemnify, save harmless and defend the Railway from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the installation, maintenance, operation, repair, renewal, alteration in location, use, existence, leakage or removal of said equipment or any part or parts thereof, (including, but not by way of limitation, change or changes in drainage over, upon or across property owned, leased,

operated or controlled by others).

NINTH: The Licensee shall pay before delinquency all general and special taxes and special assessments that may be levied, charged or assessed upon said equipment. In the event, however, that said equipment shall be considered or assessed as a part of the property of the Railway, the Licensee shall pay to the Railway the amount which the Railway has been obligated to pay due to the presence of said equipment upon said property of the Railway. If the Licensee shall fail to pay such taxes and assessments when due, the Railway shall have the right but shall not be obligated to pay such taxes or assessments. The amount so paid by the Railway shall be repaid to the Railway by the Licensee immediately.

TENTH: This agreement and the permission and authority herein given may be terminated at any time by either party hereto by sending or giving to the other party notice in writing that on a certain date this agreement and said permission and authority shall cease and terminate. Said notice shall be sent or given not less than thirty (30) days prior to the date of termination specified in said notice. The Licensee, upon the termination of said permission and authority in the manner aforesaid, or in any other manner, if requested so to do by the Railway, immediately shall remove said equipment and each and every part thereof from the property of the Railway, and shall restore said property to a

condition equal to that which existed at the time of the installation of said equipment, at the sole cost and expense of the Licensee, and said Licensee shall save the Railway harmless from any damage, injury or expense caused or occasioned by or incident to such removal. If the Licensee shall fail to remove said equipment as aforesaid, the Railway shall have the right to remove all or any portion of said equipment and to restore said premises as above mentioned, and the title to all of said equipment shall vest in the Railway and may be used or disposed of by the Railway in any manner which the Railway may desire. All of the costs and expenses incurred by the Railway in and by the performance of the work aforesaid shall be paid by the Licensee to the Railway. The termination of said permission and authority in any way shall not release the Licensee from any liability to the Railway which has accrued or which may accrue thereafter by reason of the violation by the Licensee of any of the covenants or agreements herein contained.

ELEVENTH: It is understood and agreed that any notice or demand in this agreement provided shall be deemed to have been given or made properly if and when placed in the United States mail, registered and addressed to the Licensee at its principal office in the State of Illinois, or to the Railway at its office in the City of Chicago, Illinois.

TWELFTH: It is understood and agreed that any failure by the Railway at any time, or from time to time, to enforce or

require the strict keeping and performance by the Licensee of any of the terms or conditions of this agreement shall not constitute a waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

THIRTEENTH: It is covenanted and agreed by and between the parties hereto that this agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents in duplicate originals the day and year first above written.

Form Approved
/s/ R C Stevenson
General Counsel
WWF
[illegible]
4-23-56

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By /s/ F. V. FISHER

LAND AND TAX AGENT

OUTBOARD MARINE & MANUFACTURING COMPANY

By /s/ J. L. Reynold
Vice President

ATTEST:

/s/ J. M. Grow
Asst. Secretary

WWF:er
4/10/56
10,786
1-7

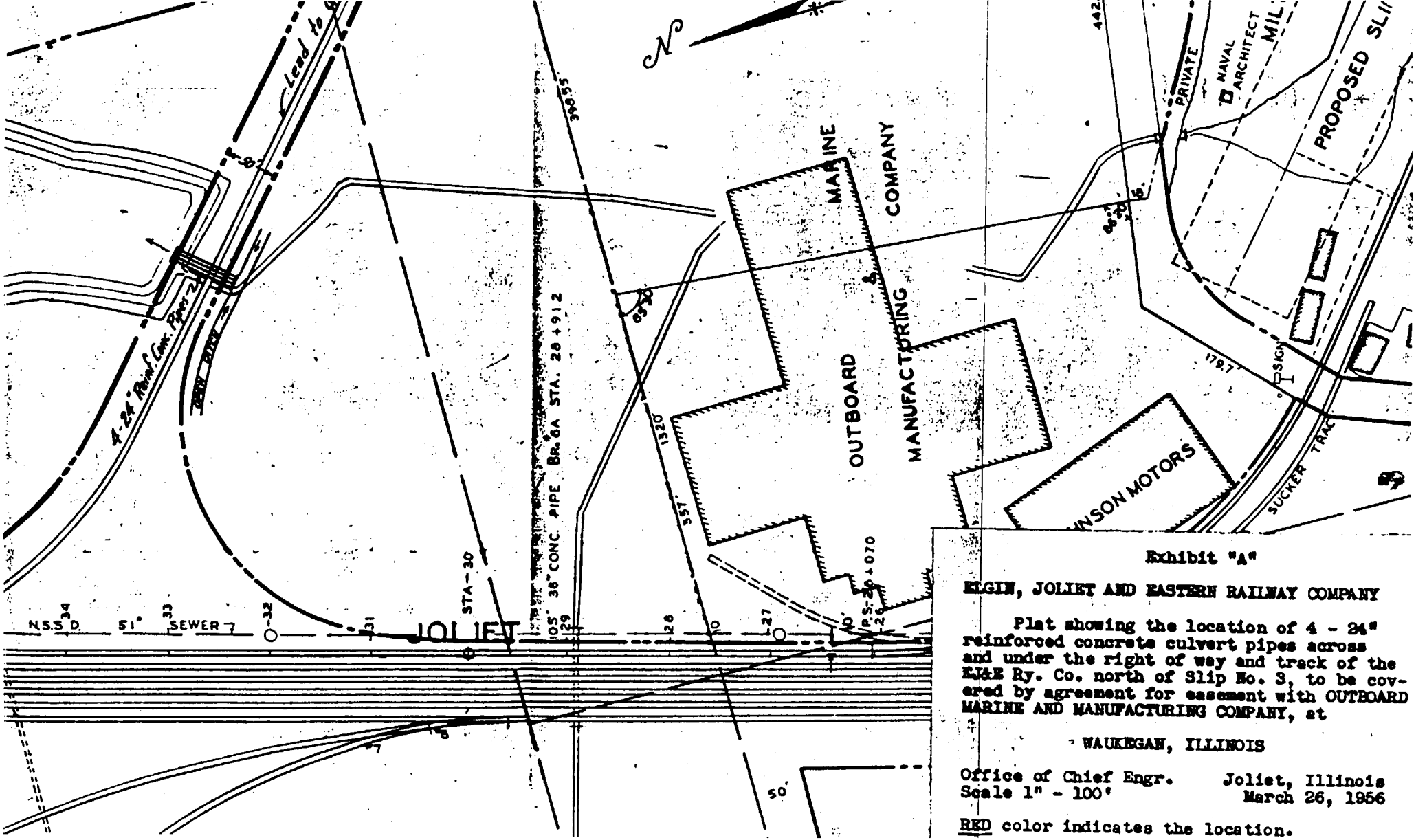


Exhibit "A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Plat showing the location of 4 - 24" reinforced concrete culvert pipes across and under the right of way and track of the EJ&E Ry. Co. north of Slip No. 3, to be covered by agreement for easement with OUTBOARD MARINE AND MANUFACTURING COMPANY, at

WAUKEGAN, ILLINOIS

Office of Chief Engr. Joliet, Illinois
Scale 1" - 100' March 26, 1956

RED color indicates the location.

#1) # 163-A-16

THIS AGREEMENT, made and entered into as of the 1st day of November, 1974, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter termed "Railway"), party of the first part, and OUTBOARD MARINE CORPORATION, a corporation (hereinafter termed "Licensee"), party of the second part;

W I T N E S S E T H:

FIRST: The Railway hereby gives to Licensee permission and authority to maintain and operate existing electrical equipment consisting of one (1) circuit of three (3) wires #3/0 bare H.D. cu. carrying 12 KV., two (2) poles and eight (8) Guys and Anchors, which is located over, upon, along, under and across the right of way and tracks of the Railway between Survey Station -24+60 and -26+60 situated South of Dahringer Road in the City of Waukegan, Illinois, in the Northwest Quarter (NW-1/4) of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian in Lake County, Illinois. The location of said equipment is shown generally marked in red color on the plat attached hereto marked Exhibit "A" and made a part hereof.

SECOND: Licensee agrees to pay to the Railway at the office of the Railway in the City of Chicago, Illinois the following:

1. The sum of One Hundred Dollars ($100.00) immediately upon the execution of this Agreement.

2. The further sum of Two Hundred Twenty Dollars ($220.00) upon the execution of this Agreement and the sum of Two Hundred Twenty Dollars ($220.00) on the anniversary of the effective date hereof in each succeeding year.

THIRD: Licensee hereby agrees that said equipment shall be maintained and operated in accordance with all applicable rules, regulations and orders of the Illinois Commerce Commission, including specifically but without limitation, General Order No. 160 and also in accordance with the applicable laws, ordinances, rules and regulations of all proper public authorities now or at any time hereafter having jurisdiction thereof and to the entire satisfaction of the Chief Engineer of the Railway.

FOURTH: Licensee covenants and agrees to release the Railway from all claims for loss or damage to said equipment, or any part or parts thereof, however caused or occasioned.

FIFTH: Licensee shall and will indemnify, save harmless and defend the Railway from and against any and all loss, damage, and injury and from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of this Agreement or the removal of said equipment or the maintenance, operation, repair, replacement, change or alteration in location or use of said equipment or any

part thereof.

SIXTH: The quality and character of said equipment shall be satisfactory to and the exact location thereof shall be determined by the Chief Engineer of the Railway and in case the Railway at any time shall desire any repairs to, replacements of or changes in said equipment, or any part thereof, then Licensee shall make such repairs, replacements or changes upon not less than ten (10) days written notice being sent or given by the Railway to Licensee so to do, and if Licensee shall have failed to make such repairs, replacements or changes upon the termination of said notice, the Railway may do so and Licensee shall pay to the Railway immediately the entire cost and expense thereof.

SEVENTH: It is understood and agreed that Licensee may enter upon the property of the Railway at all reasonable times for the purpose of maintaining, repairing, renewing or removing said equipment, provided, however, that the Railway shall be given not less than seventy-two (72) hours notice of intention to enter prior to the time of such entry. It is understood, however, that all such work of maintenance, repair, renewal and removal shall be done in a proper manner and without injury to said property of the Railway, and Licensee shall remove all materials and rubbish and shall fill up and tamp thoroughly all excavations made for the maintenance, repair, renewal or removal

of said equipment.

EIGHTH: It is understood and agreed that notwithstanding the permission and authority herein given the Railway shall have the right at all times to use or permit others to use said property for any purpose whatsoever, and if, at any time, or from time to time while this Agreement shall be in effect, the presence of said equipment in the judgment of the Railway, shall interfere in any way with any such use, Licensee shall move said equipment to such location upon the property of the Railway as the Railway shall designate, upon not less than ninety (90) days written notice being sent or given by the Railway to Licensee so to do and install and construct the same to the satisfaction of the Chief Engineer of the Railway, and if Licensee shall have failed to move said equipment as aforesaid, upon the termination of said notice, the Railway shall have the right to move such equipment and Licensee immediately shall pay to the Railway the entire cost and expense thereof. All other provisions of this Agreement and said permission and authority shall apply to such changed location of said equipment to the same extent as though said equipment had remained in its original location.

NINTH: Licensee further agrees that in the event at any time hereafter the Railway's communications, signal or electric power systems or any part of any of them, including carrier frequencies, shall sustain any inductive interference which in

the opinion of the Chief Engineer of the Railway results, directly or indirectly from the installation, maintenance or operation of said equipment, Licensee immediately upon demand so to do shall cause such interference to be eliminated without cost or expense to the Railway.

Licensee further agrees that said equipment shall not be used in any way for the operation of a carrier system for supervisory or other communication purposes without first having negotiated therefor with the Chief Engineer of the Railway and having received written approval from said Chief Engineer for any such use. The Railway agrees that such approval shall not be withheld unreasonably.

TENTH: Licensee shall pay before delinquency all general and special taxes and special assessments that may be levied, charged or assessed upon said equipment. In the event, however, that said equipment shall be considered or assessed as a part of the property of the Railway, Licensee shall pay to the Railway the amount which the Railway has been obligated to pay due to the presence of said equipment upon the property of the Railway. If Licensee shall fail to pay such taxes and assessments when due, the Railway shall have the right but shall not be obligated to pay such taxes or assessments. The amount so paid by the Railway shall be repaid to the Railway by Licensee immediately.

ELEVENTH: It is understood and agreed that the permission herein granted to Licensee does not include the right to move heavy equipment or vehicles over unprotected tracks of the Railway. Any such movements shall be made only at the nearest properly installed crossing or if no such crossing exists reasonably close to work area, a temporary crossing shall be installed by the Railway at the sole expense of Licensee. In the event Licensee fails to request said temporary crossing, the Railway reserves the right to install the same at the discretion of the Chief Engineer and Licensee upon presentation of a bill therefor shall pay all costs and expenses connected therewith.

TWELFTH: Notwithstanding any other provisions of this Agreement, it is understood and agreed that the Railway from time to time as it may deem appropriate, but not earlier than the fifth anniversary of the effective date of this Agreement and thereafter at intervals which shall be not more frequent than each fifth year, may increase or decrease the payment to be made annually hereunder as specified in Section SECOND of this Agreement. The Railway agrees that it shall send or give to Licensee not less than ninety (90) days written notice in advance of each such increase or decrease and shall specify the date upon which the same shall be and become effective.

THIRTEENTH: It is mutually understood and agreed that if, at any time after the execution hereof, Licensee shall fail for a period of twelve (12) consecutive months to use the same, such failure shall be conclusive evidence of the intention of Licensee to abandon said equipment and this Agreement and all rights hereunder and thereupon, without prior notice or proceeding of any nature, on the part of the Railway, this Agreement and the permission and authority herein contained and all rights of Licensee hereunder shall cease and terminate. After such failure Licensee immediately upon receipt of a written request from the Railway so to do shall remove all said equipment from the right of way and property of the Railway and restore the same to a condition satisfactory to the Chief Engineer of the Railway and such removal and restoration shall be made without cost or expense to the Railway. If Licensee shall fail so to remove all said equipment and to make the aforesaid restoration, the Railway shall have the right so to do and Licensee agrees to pay to the Railway immediately upon receipt of a bill therefor, the entire cost and expense so incurred by the Railway. The termination of this Agreement and of said permission and authority in any way shall not release Licensee from any liability to the Railway which has accrued or which may accrue thereafter by reason of the violation by Licensee of any of the covenants or agreements contained

herein.

FOURTEENTH: It is understood and agreed that any failure by the Railway at any time, or from time to time, to enforce or require the strict keeping and performance by Licensee of any of the terms or conditions of this Agreement shall not constitute a waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

FIFTEENTH: It is understood and agreed that any notice in this Agreement provided shall be deemed to have been given properly if and when placed in the United States Mail, registered and addressed to the party to be notified at its last known business address.

SIXTEENTH: It is covenanted and agreed by and between the parties hereto that this Agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have manually executed this Agreement in duplicate originals this 26th day of MARCH, 1975, effective, however, as of the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By _____
MANAGER - REAL ESTATE

OUTBOARD MARINE CORPORATION

By _____
President

ATTEST:

_____
Asst. Secretary

WWF/mw
10/22/74
#11,956
1+6

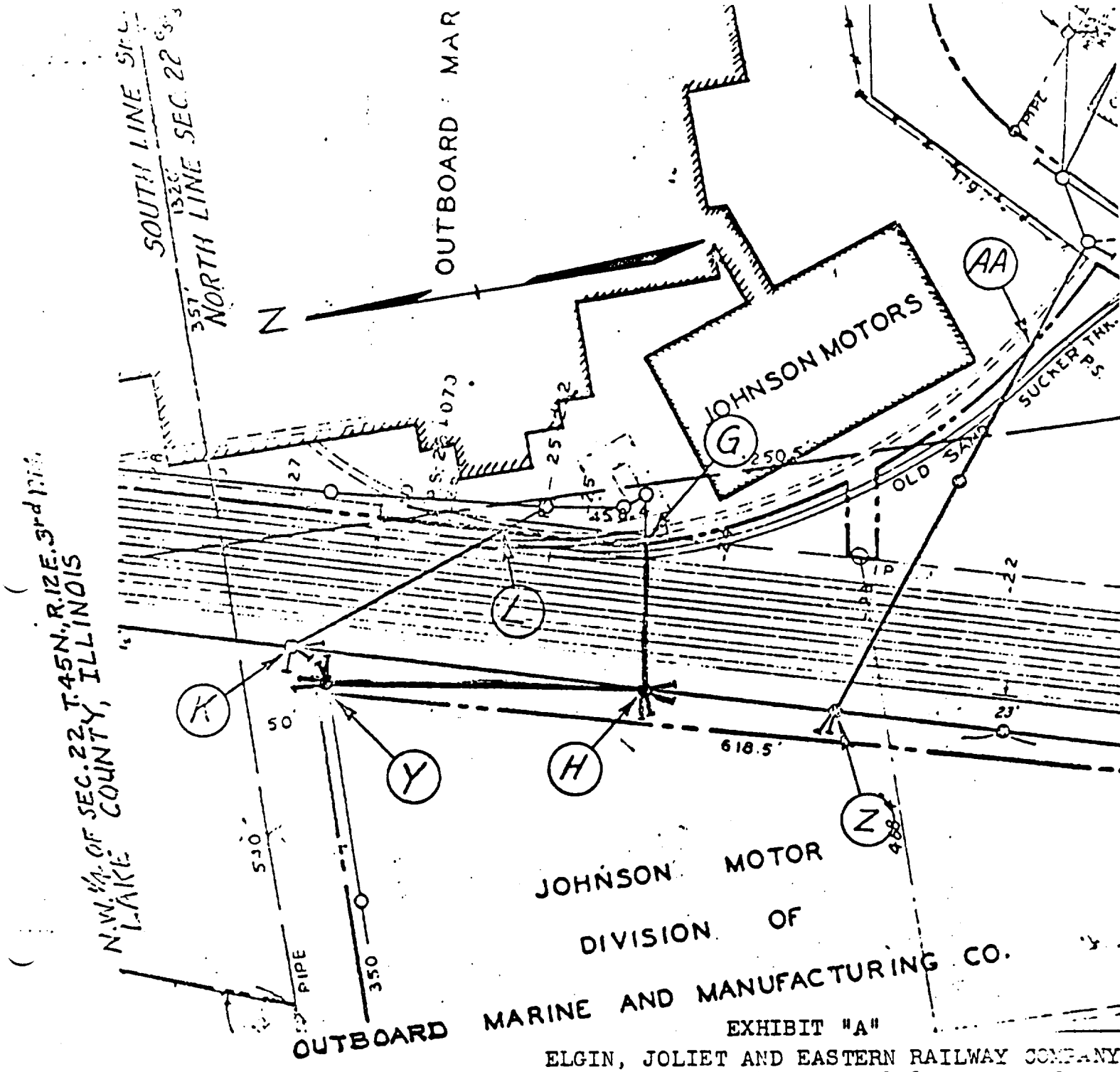


EXHIBIT "A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
Plat showing the general location of one circuit of three (3) wires carr[illegible] 12kV, two (2) poles and eight (8) guys [illegible]ch upon, along, over and across Rail[illegible]y comp right of way and tracks, between survey station -24+60 and -26+60, south of Dahri Road, to be covered by a License to OUTBO MARINE AND MANUFACTURING COMPANY, at

WAUKEGAN, ILLINOIS

Office of Chief Engr. Joliet, Illinois
Scale: 1" = 100' October 9, 1974

— RED color indicates location.

WAUKEGAN, ILL.
N.S.G Co's 6" Gas Main

#1) #175-A-3

THIS AGREEMENT, made and entered into this 15th day of December, 1948, by and between the ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter termed the "Railway"), party of the first part, and NORTH SHORE GAS COMPANY, a corporation (hereinafter termed the "Gas Company"), party of the second part:

W I T N E S S E T H:

FIRST: The Railway hereby grants to the Gas Company permission and authority to install, maintain and operate a six (6) inch gas main, together with a casing having a diameter of not less than ten (10) inches, across and underneath the surface of the right of way and tracks of the Railway in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Fifteen (15), and in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian in Lake County, Illinois. The location of said gas main is shown in red on the plat attached hereto, marked Exhibit "A" and made a part hereof.

SECOND: The Gas Company agrees to pay to the Railway, at the office of the Railway in the City of Chicago, Illinois the following:

(1) The sum of Twenty-five Dollars ($25.00) immediately upon the execution of this agreement.

(2) The further sum of Twelve Dollars ($12.00) on the date of this agreement and the sum of Twelve Dollars ($12.00) upon the corresponding date of each year after the date of this agreement.

THIRD: The Gas Company agrees that where said gas main crosses underneath the tracks of the Railway it shall be installed inside a casing having a diameter of not less than ten (10) inches, and that the top of said casing shall be not less than four and five tenths (4.5) feet below the base of the lowest rail in the tracks, and that neither end of said casing shall be less than forty-five (45) feet from the center line of the track nearest thereto, measured at right angles thereto. Each end of said casing shall be sealed and a vent pipe of not less than two (2) inches in diameter shall be installed at each end thereof, which vent pipes shall be fastened to the top of the casing at the high end and to the side or bottom of the casing at the low end. The top of each of said vent pipes shall be fitted with a down turned elbow properly screened at a height of not less than four (4) feet above the surface of the ground. Said gas main, casing and vent pipes shall be installed and maintained in accordance with the "Specifications for Pipe Line Crossings under Railway Tracks," adopted in 1933 by the American Railway Engineering Association, as amended.

FOURTH: The Gas Company agrees to install, maintain and operate said gas main, casing and vent pipes (hereinafter for convenience collectively termed "equipment") at all times in accordance with all laws and ordinances that may be applicable thereto, and also in accordance with the rules and regulations of the proper public authorities now or at any time hereafter having jurisdiction thereof. The Gas Company also agrees to reimburse the Railway for all expense which the Railway may be put to or incur at any time or from time to time by reason of the installation, maintenance, operation, repair or removal of said equipment, and each and every part thereof.

FIFTH: It is understood and agreed that said equipment shall be maintained, operated and kept in good order and repair by the Gas Company at all times, and at the Gas Company's expense, in a manner satisfactory to the Chief Engineer of the Railway. The quality and character of said equipment shall be satisfactory to, and the exact locations thereof, shall be subject to the approval of said Chief Engineer.

SIXTH: In case the Railway at any time shall desire any repairs to or replacements of said equipment, or any part thereof, then the Gas Company shall make such repairs or replacements, as the case may be, within ten (10) days after written notice shall have been sent or given by the Railway to the Gas Company so to

do. In case the Gas Company shall fail to make such repairs or replacements within ten (10) days after such notice is sent or given as aforesaid, then the Railway may make such repairs or replacements and the Gas Company shall pay to the Railway immediately thereafter the entire cost and expense thereof.

SEVENTH: It is understood and agreed that the Gas Company may enter upon the property of the Railway at all reasonable times for the purpose of maintaining, repairing or renewing said equipment. It is understood, however, that all such work of maintenance, repair and renewal shall be done in a proper manner and without injury to said property of the Railway, and the Gas Company shall remove all materials and rubbish and shall fill up and tamp thoroughly all excavations made for the installation, maintenance, repair or renewal of said equipment, and shall keep the material covering said gas main at the same level as the ground adjacent thereto at all times during the life of this agreement.

EIGHTH: The Gas Company covenants and agrees to release the Railway from all claims for loss or damage to said equipment, or any part or parts thereof, however caused or occasioned, whether by the negligence of the employees of the Railway, or otherwise.

NINTH: The Gas Company covenants and agrees to indemnify, save harmless and defend the Railway from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the installation, maintenance, operation, repair, renewal, alteration in location, use, existence, leakage or removal of said equipment or any part or parts thereof.

TENTH: The Gas Company shall pay before delinquency all general and special taxes and special assessments that may be levied, charged or assessed upon said equipment. In the event, however, that said equipment shall be considered or assessed as a part of the property of the Railway, the Gas Company shall pay to the Railway the amount which the Railway has been obligated to pay due to the presence of said equipment upon said property of the Railway. If the Gas Company shall fail to pay such taxes and assessments when due, the Railway shall have the right but shall not be obligated to pay such taxes or assessments. The amount so paid by the Railway shall be repaid to the Railway by the Gas Company immediately.

ELEVENTH: This agreement and the permission and authority herein given may be terminated at any time by either party hereto by sending or giving to the other party notice in writing that on

a certain date this agreement and said permission and authority immediately shall cease and terminate. Said written notice shall be sent or given not less than thirty (30) days prior to the date of termination specified in said notice. The Gas Company, upon the termination of said permission and authority in the manner aforesaid, or in any other manner, if requested so to do by the Railway, immediately shall remove said equipment and each and every part thereof from the property of the Railway, and shall restore said property to a condition equal to that which existed at the time of the installation of said equipment at the sole cost and expense of the Gas Company, and said Gas Company shall save the Railway harmless from any damage, injury or expense caused or occasioned by or incident to such removal unless the same be attributable to the negligent act or omission of the Railway. If the Gas Company shall fail to remove said equipment, as aforesaid, the Railway shall have the right to remove all or any portion of said equipment and to restore said premises as above mentioned, and the title to all of said equipment shall vest in the Railway and may be used or disposed of by the Railway in any manner which the Railway may desire. All of the costs and expenses incurred by the Railway in and by the performance of the work aforesaid shall be paid by the Gas Company to the Railway. The termination of said permission and authority in any way shall not release the Gas Company from any liability to the Railway

which has accrued or which may accrue thereafter by reason of the violation by the Gas Company of any of the covenants or agreements herein contained.

TWELFTH: It is understood and agreed that any notice or demand in this agreement provided shall be deemed to have been given or made properly if and when placed in the United States mail, registered and addressed to the party to be notified at its last known principal office or place of business in the State of Illinois.

THIRTEENTH: It is understood and agreed that any failure by the Railway at any time, or from time to time, to enforce or require the strict keeping and performance by the Gas Company of any of the terms or conditions of this agreement shall not constitute a waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

FOURTEENTH: It is covenanted and agreed by and between the parties hereto that this agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents in duplicate originals, the day and year first above written.

DJO'C

FORM APPROVED
R. C. Susman
General Attorney

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By W. E. Deaton
Industrial and Tax Commissioner

PJM
FJC

NORTH SHORE GAS COMPANY

By A. W. Conover
President

ATTEST:

C. J. Mulhollan
Secretary

Copy

WAJ:lg
12/7/48
9875
1-7

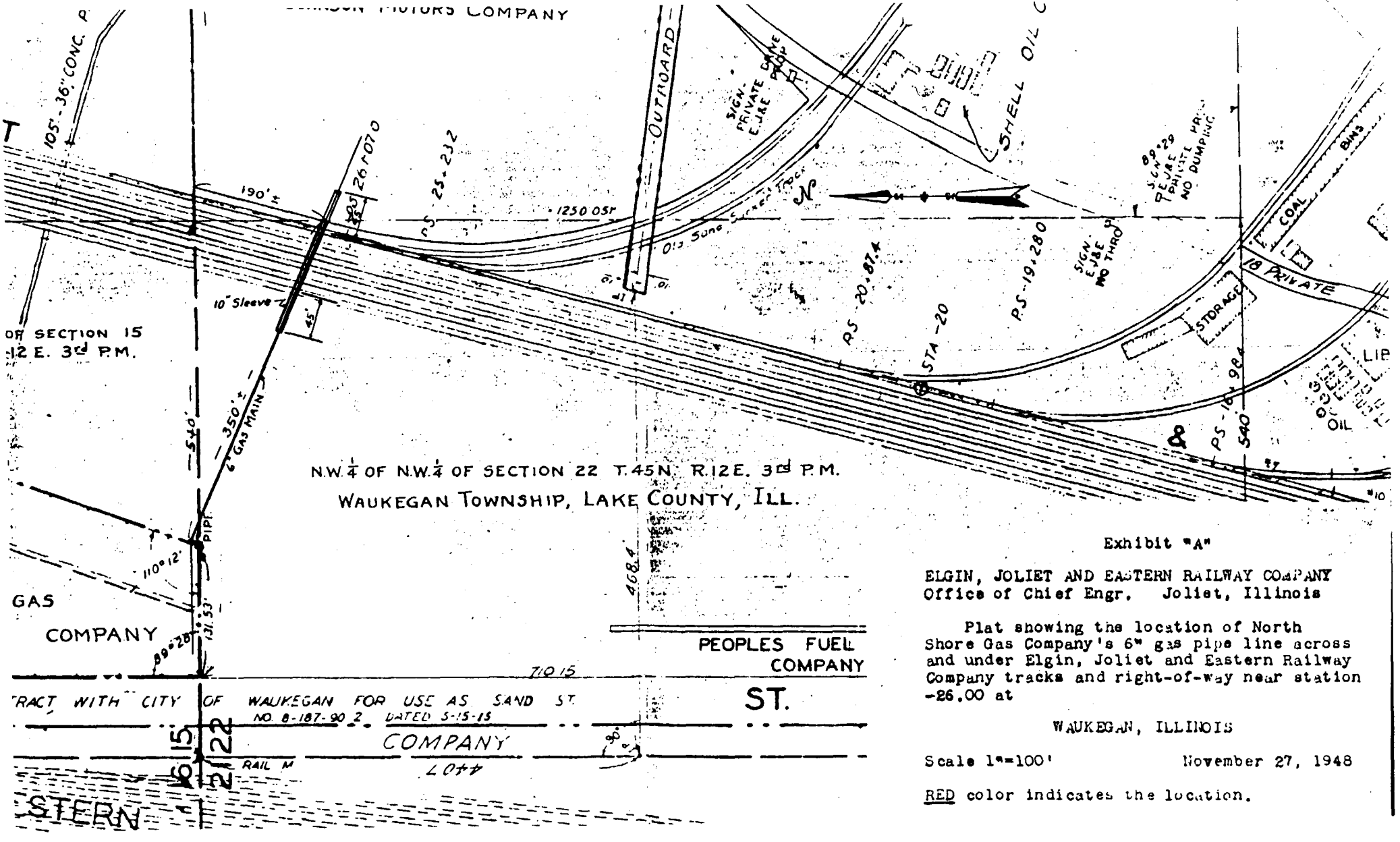


Exhibit "A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
Office of Chief Engr. Joliet, Illinois

Plat showing the location of North Shore Gas Company's 6" gas pipe line across and under Elgin, Joliet and Eastern Railway Company tracks and right-of-way near station -26.00 at

WAUKEGAN, ILLINOIS

Scale 1"=100' November 27, 1948

RED color indicates the location.

#175-A-4

THIS AGREEMENT, made and entered into this 1st day of February, 1950 by and between the ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter termed the "Railway"), party of the first part, and NORTH SHORE GAS COMPANY, a corporation (hereinafter termed the "Gas Company"), party of the second part:

W I T N E S S E T H:

FIRST: The Railway hereby grants to the Gas Company permission and authority to install, maintain and operate a six (6) inch gas main, together with a casing having a diameter of not less than ten (10) inches, across and underneath the surface of the property and track of the Railway in the Northwest Quarter (NW 1/4) of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian in Lake County, Illinois. The location of said gas main is shown in red on the plat attached hereto, marked Exhibit "A", and made a part hereof.

SECOND: The Gas Company agrees to pay to the Railway, at the office of the Railway in the City of Chicago, Illinois the following:

(1) The sum of Twenty-five Dollars ($25.00) immediately upon the execution of this agreement.

Noted
100' on [illegible] Land [illegible] 6 a/o
1590' – [illegible] 94 a/o
[illegible]
3-4-50

[illegible]

(2) The further sum of Fifty-one Dollars ($51.00) on the date of this agreement and the sum of Fifty-one Dollars ($51.00) upon the corresponding date of each year after the date of this agreement.

THIRD: The Gas Company agrees that where said gas main crosses underneath the track of the Railway it shall be installed inside a casing having a diameter of not less than ten (10) inches, and that the top of said casing shall be not less than four and five tenths (4.5) feet below the base of the lowest rail in the track, and that the westerly end of said casing shall be not less than forty-five (45) feet from the center line of the track, measured at right angles thereto. Except for the above described area wherein the gas main shall be installed inside the casing, said gas main may be laid in a shallow burrow on the ground and may be covered with sand. Said gas main and casing shall be installed and maintained in accordance with the "Specifications for Pipe Line Crossings under Railway Tracks," adopted in 1933 by the American Railway Engineering Association, as amended.

FOURTH: The Gas Company agrees to install, maintain and operate said gas main and casing (hereinafter for convenience collectively termed "equipment") at all times in accordance with all laws and ordinances that may be applicable thereto, and also in accordance with the rules and regulations of the proper public authorities now or at any time hereafter having jurisdiction

thereof. The Gas Company also agrees to reimburse the Railway for all expense which the Railway may be put to or incur at any time or from time to time by reason of the installation, maintenance, operation, repair or removal of said equipment, and each and every part thereof.

FIFTH: It is understood and agreed that said equipment shall be installed, maintained, operated and kept in good order and repair by the Gas Company at all times, and at the Gas Company's expense, in a manner satisfactory to the Chief Engineer of the Railway. The quality and character of said equipment shall be satisfactory to, and the exact locations thereof, shall be subject to the approval of said Chief Engineer.

SIXTH: In case the Railway at any time shall desire any repairs to or replacements of said equipment, or any part thereof, then the Gas Company shall make such repairs or replacements, as the case may be, within ten (10) days after written notice shall have been sent or given by the Railway to the Gas Company so to do. In case the Gas Company shall fail to make such repairs or replacements within ten (10) days after such notice is sent or given as aforesaid, then the Railway may make such repairs or replacements and the Gas Company shall pay to the Railway immediately thereafter the entire cost and expense thereof.

SEVENTH: It is understood and agreed that the Gas Company may enter upon the property of the Railway at all reasonable times for the purpose of maintaining, repairing or renewing said equipment. It is understood, however, that all such work of maintenance, repair and renewal shall be done in a proper manner and without injury to said property of the Railway, and the Gas Company shall remove all materials and rubbish and shall fill up and tamp thoroughly all excavations made for the installation, maintenance, repair or renewal of said equipment, and shall keep the material covering said gas main at the same level as the ground adjacent thereto at all times during the life of this agreement.

EIGHTH: The Gas Company covenants and agrees to release the Railway from all claims for loss or damage to said equipment, or any part or parts thereof, however caused or occasioned, whether by the negligence of the employees of the Railway, or otherwise.

NINTH: The Gas Company covenants and agrees to indemnify, save harmless and defend the Railway from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the installation,

maintenance, operation, repair, renewal, alteration in location, use, existence, leakage or removal of said equipment or any part or parts thereof.

TENTH: It is understood and agreed that, notwithstanding the permission and authority herein given, the Railway shall have the right at all times to use all or any portion of its said property for the purposes of its business; and if, at any time or from time to time, while this agreement shall be in effect, the presence of said equipment, in the judgment of the Railway, shall interfere in any way with such use, the Gas Company shall bury said equipment or shall move said equipment to such location or locations upon the property of the Railway as the Railway shall designate upon not less than thirty (30) days' written notice being sent or given by the Railway to the Gas Company so to do, and if the Gas Company shall have failed to bury or move said equipment as aforesaid upon the termination of said notice, the Railway shall have the right to bury or move such equipment and the Gas Company immediately shall pay to the Railway the entire cost and expense thereof. This agreement and said permission and authority shall apply to such changed location of said equipment to the same extent as though said equipment had remained in its original location.

ELEVENTH: The Gas Company shall pay before delinquency

all general and special taxes and special assessments that may be levied, charged or assessed upon said equipment. In the event, however, that said equipment shall be considered or assessed as a part of the property of the Railway, the Gas Company shall pay to the Railway the amount which the Railway has been obligated to pay due to the presence of said equipment upon said property of the Railway. If the Gas Company shall fail to pay such taxes and assessments when due, the Railway shall have the right but shall not be obligated to pay such taxes or assessments. The amount so paid by the Railway shall be repaid to the Railway by the Gas Company immediately.

TWELFTH: This agreement and the permission and authority herein given may be terminated at any time by either party hereto by sending or giving to the other party notice in writing that on a certain date this agreement and said permission and authority immediately shall cease and terminate. Said written notice shall be sent or given not less than thirty (30) days prior to the date of termination specified in said notice. The Gas Company, upon the termination of said permission and authority in the manner aforesaid, or in any other manner, if requested so to do by the Railway, immediately shall remove said equipment and each and every part thereof from the property of the Railway, and shall restore said property to a condition equal to that which existed at the time of the installation of said equipment at the sole

cost and expense of the Gas Company, and said Gas Company shall save the Railway harmless from any damage, injury or expense caused or occasioned by or incident to such removal unless the same be attributable to the negligent act or omission of the Railway. If the Gas Company shall fail to remove said equipment, as aforesaid, the Railway shall have the right to remove all or any portion of said equipment and to restore said premises as above mentioned, and the title to all of said equipment shall vest in the Railway and may be used or disposed of by the Railway in any manner which the Railway may desire. All of the costs and expenses incurred by the Railway in and by the performance of the work aforesaid shall be paid by the Gas Company to the Railway. The termination of said permission and authority in any way shall not release the Gas Company from any liability to the Railway which has accrued or which may accrue thereafter by reason of the violation by the Gas Company of any of the covenants or agreements herein contained.

THIRTEENTH: It is understood and agreed that any notice or demand in this agreement provided shall be deemed to have been given or made properly if and when placed in the United States mail, registered and addressed to the party to be notified at its last known principal office or place of business in the State of Illinois

FOURTEENTH: It is understood and agreed that any failure

by the Railway at any time, or from time to time to enforce or require the strict keeping and performance by the Gas Company of any of the terms or conditions of this agreement shall not constitute a waiver by the Railway of such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of the Railway at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

FIFTEENTH: It is covenanted and agreed by and between the parties hereto that this agreement shall inure to the benefit of and shall be and remain binding upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents in duplicate originals, the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By W. E. Deaton
Industrial and Tax Commissioner

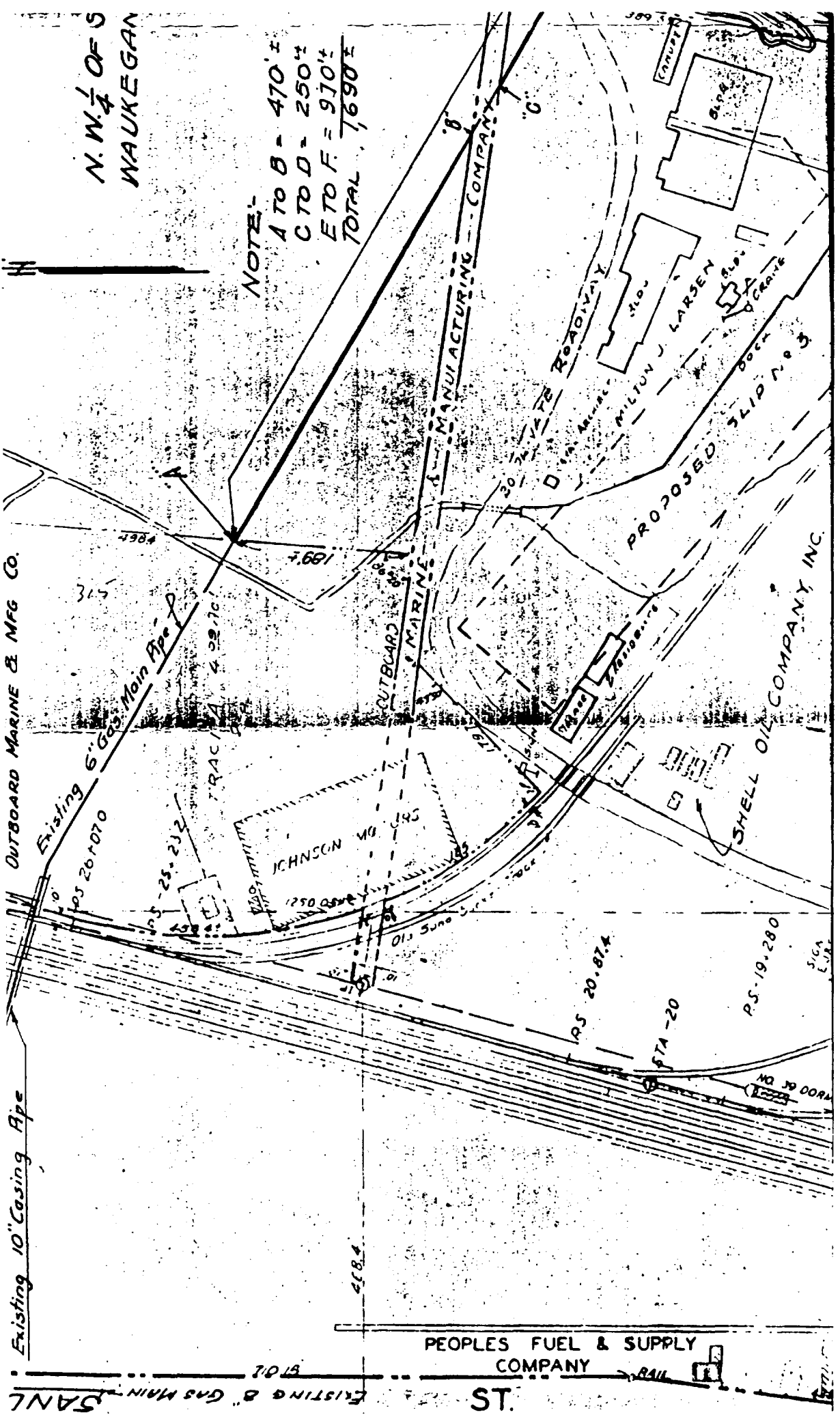
NORTH SHORE GAS COMPANY

By A. W. Conover
President

ATTEST:

C. A. Fulhollan
Secretary

WAJ:rm
10,024
1/31/50
1-7



N.W. 1/4 OF S
WAUKEGAN
NOTE:-
A TO B = 470'±
C TO D = 250'±
E TO F = 970'±
TOTAL 1,690'±
"B"
"C"
MANUFACTURING COMPANY
MARINE
OUTBOARD
PRIVATE ROADWAY
MILTON J. LARSEN
PROPOSED SLIP No 3
SHELL OIL COMPANY, INC.
JOHNSON MOTORS
OUTBOARD MARINE & MFG CO.
Existing 6" Gas Main Pipe
Existing 10" Casing Pipe
PS 26+07.0
PS 25+23.2
PS 20+87.4
STA -20
PS 19+28.0
NO. 39 DORM
PEOPLES FUEL & SUPPLY COMPANY
RAIL
ST.
EXISTING 8" GAS MAIN
SANL

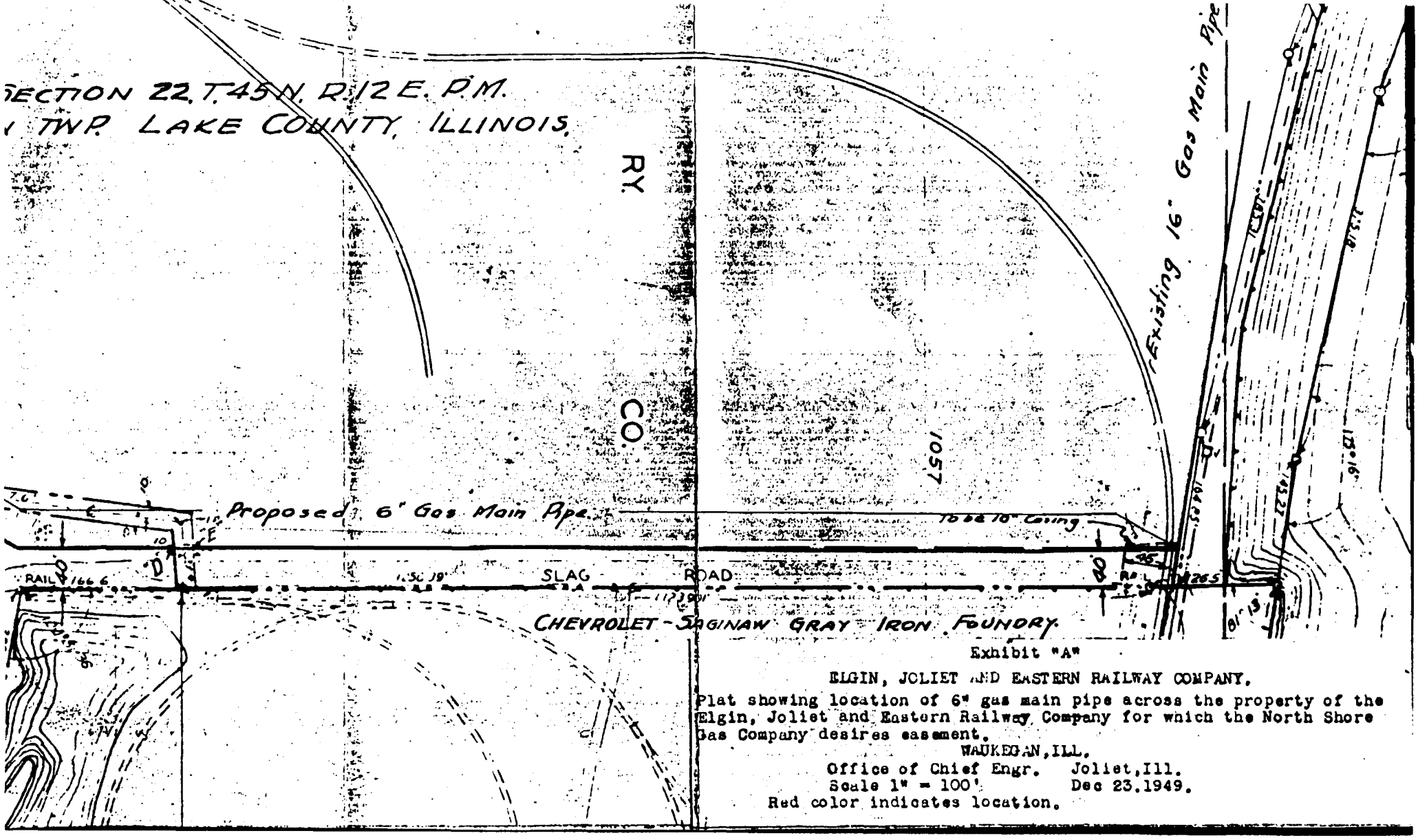


Exhibit "A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY.

Plat showing location of 6" gas main pipe across the property of the Elgin, Joliet and Eastern Railway Company for which the North Shore Gas Company desires easement.

WAUKEGAN, ILL.

Office of Chief Engr. Joliet, Ill.
Scale 1" = 100'. Dec 23, 1949.
Red color indicates location.

December 1, 1913.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY

OFFICE OF THE VICE-PRESIDENT
ALC:3
COMMERCIAL NATIONAL BANK BUILDING

#175-A-6

12" Water Main.

S. M. ROGERS
VICE-PRESIDENT

CHICAGO, ILL. January 2, 1914.

ELGIN, JOLIET & EASTERN RY.
RECEIVED
JAN 3 - 1914
ENGINEERING DEPT. JOLIET, ILL.

Mr.

P.F. McManus,
Supt., E.J.& E. R'y,

A. Montzheimer,
Chief Engr., E.J.& E.

Gentlemen:

I am sending you herewith, for your files and information, copy of agreement entered into with the North Shore Gas Company, granting that company permission to install a 12" water pipe line on property of this company in Waukegan Township.

Yours truly,

Vice President

enclosure

1-1405-90-2

A.M.
N.A.M.

Secretary File 8-1405-90-2
Drafting Room No. 175-A-6

CHF ENGR. FILE

Y-1105-16-2

THIS AGREEMENT, Made and entered into this first day of December, A. D. 1913, by and between ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the States of Illinois and Indiana, hereinafter designated the "Railway Company," party of the first part, and NORTH SHORE GAS COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, hereinafter designated the "Gas Company," party of the second part, WITNESSETH:

THAT, WHEREAS, the Gas Company desires to secure the permission and authority to install, maintain and operate a cast iron water pipe twelve (12) inches in diameter upon a five (5) foot strip of land belonging to the Railway Company and situated in the Township of Waukegan, County of Lake and State of Illinois, the center line of which strip is more particularly described as follows, to-wit:

> Commencing at the southwest corner of Section Fifteen (15), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian; thence north with and along the west line of said Section, nine hundred sixty (960) feet, more or less, to a point; thence east at right angles to last described course, one hundred fifty-eight (158) feet, more or less, to the southwest corner of the property of the Gas Company located in the southwest one-quarter of said Section; thence east with and along the south line of said property of the Gas Company, four hundred fifteen (415) feet, more or less, to the point of beginning; thence southeasterly four hundred (400) feet, more or less, to a point seventy-six (76) feet easterly from, measured at right angles, the easterly rail of the most easterly yard track of the Railway Company and eighty (80) feet southerly from, measured at right angles, a four (4) foot concrete sewer line, as now located over and across the southwest quarter of said Section; thence southwesterly parallel to said easterly rail, eight hundred seventy-five (875) feet, more or less, to a point; thence southeasterly making a southeast angle of forty-five (45) degrees and no minutes with the last described course, four hundred fifty (450) feet to a point in

proposed slip number three (3), as shown in red on plat hereto attached, marked "Exhibit A," hereby referred to and made a part hereof; and,

WHEREAS, the Railway Company is willing to give to the Gas Company the rights desired, as aforesaid;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is covenanted and agreed by and between the parties hereto as follows:

FIRST. The Railway Company hereby gives to the Gas Company permission and authority to install, maintain and operate one (1) cast iron water pipe twelve (12) inches in diameter upon said five (5) feet strip of land, the center line of which is above described and is shown in red on said Exhibit A.

SECOND. Said Gas Company, in consideration of the giving of said permission and authority by the Railway Company, as aforesaid, does covenant and agree with the Railway Company, its successors and assigns, to pay said Railway Company at the office of the Railway Company in the City of Chicago, Illinois, the sum of Seven Dollars ($7.00) per year on the first day of December of each year, during the existence of this agreement.

THIRD. The Gas Company agrees to install said pipe under the direction and to the entire satisfaction of the Chief Engineer of the Railway Company, or his duly authorized assistant, who shall have the right to direct the method by which the tracks of the Railway Company shall be protected and secured and the private roadway which leads to the Chicago Tie & Timber Preserving Company's plant, kept in service while said pipe is being installed. The Gas

Company agrees to give the Railway Company ten (10) days' notice of the time when it proposes to install said pipe and when the work of installation is completed, to pay the entire expense incurred in protecting and supporting the tracks of the Railway Company and keeping said roadway in service, and any and all other costs and expenses that the Railway Company has been put to by reason of the installation of said pipe.

FOURTH. The Gas Company agrees that it will fill up and thoroughly tamp all excavations made by it for the purpose of installing said pipe in such manner that the ground will be in a condition equal to that existing before the installation of said pipe.

FIFTH. The Gas Company agrees to keep said pipe in good order, condition and repair at its own expense, and in case the Railway Company shall at any time desire any repairs to be made in said pipe, then the Gas Company shall make such repairs within ten (10) days after receiving notice so to do, and in case the Gas Company shall fail to make such repairs within ten (10) days after receiving notice so to do, then the Railway Company may make the same and the Gas Company shall immediately pay to the Railway Company the entire cost and expense thereof.

SIXTH. It is mutually understood and agreed that notwithstanding the permission and authority herein given, the Railway Company shall have the right at all times to use all or any portion of said strip of land for the purposes of its business and to sell or lease the same, and if at any time or from time to time, in the judgment of the Railway Company the presence of said pipe shall interfere in any way with such use or the Railway Company shall desire to sell or lease all or any portion of said strip of land, the Railway Company shall have the right either -

(a) To require the Gas Company at its own expense to move said pipe to such location upon the right-of-way or property of the Railway Company now owned or hereafter acquired adjacent thereto, as the Railway Company shall designate, upon thirty (30) days' written notice so to do; or,

(b) To require the Gas Company at its own expense to remove said pipe from the right-of-way or property of the Railway Company, and to restore said right-of-way and property to a condition equal to that which existed prior to the installation of said pipe, upon six (6) months' notice in writing so to do.

If the Gas Company shall have failed to move or to remove said pipe upon the termination of said thirty (30) days' notice or said six (6) months' notice, as the case may be, the Railway Company shall have the right to move or to remove the same and to restore the right-of-way and property of the Railway Company as aforesaid, and the Gas Company shall immediately pay to the Railway Company the entire cost and expense thereof.

All of the terms and conditions of this agreement may and shall apply to any change in the location of said pipe and to the maintenance, operation and repair of the same thereafter.

SEVENTH. The Gas Company covenants and agrees to release and save harmless the Railway Company from any and all expense, loss, damage or liability of every kind and nature whatsoever, and from any and all claims therefor in any way caused by, arising from, incident to, connected with, or growing out of the installation, maintenance, operation, repair, change in location, removal or leakage of said pipe, whether caused by the negligence of the Railway Company or otherwise, or which may occur because of the fact of the presence of the employes of the Gas Company upon the right-of-way or tracks of the Railway Company. Said Gas Company further

agrees, at the request of the Railway Company, to take upon itself the settlement of all such claim or claims and the defense of any and all suits brought to enforce such claim or claims to which said Railway Company shall be made a party, and to pay or cause to be paid any and all costs or other expenses incurred by said Railway Company because of or on account of any such claim or claims, and any and all judgments rendered in such suits.

EIGHTH. It is mutually covenanted and agreed by and between the parties hereto, that this agreement shall be and remain binding upon themselves and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice-Presidents, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By _____ President.

ATTEST: F L Koontz Secretary.

NORTH SHORE GAS COMPANY,

By C L Baynton President.

ATTEST: Geo F Goodnow a-Secretary.

COPY

Form approved:
KNAPP AND CAMPBELL,

NIA-W By _____

EASEMENTS

Send Bill

562-D10

PERPETUAL EASEMENT

This Instrument witnesseth that the Grantor, Outboard Marine Corporation, a Delaware corporation, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has and by these presents gives, grants, conveys and warrants to Grantee, Elgin, Joliet and Eastern Railway Company, a corporation existing under and by virtue of the laws of the States of Illinois and Indiana, its successors and assigns, an easement in perpetuity for the construction, installation, maintenance, use, repair, replacement and operation of standard gauge railroad tracks and for the conduct of railroad operations thereon, over, upon and across property owned by Grantor in the City of Waukegan, County of Lake, State of Illinois,

Situated in the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section Fifteen (15); South Half (S1/2) of the Southeast Quarter (SE1/4) of Section Fifteen (15); North Half (N1/2) of the Northwest Quarter (NW1/2) of Section Twenty-two (22) and the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Twenty-two (22), all in Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian in Lake County, Illinois and being more particularly described as follows:

Commencing at a point on the South line of Dahringer Road where said South line intersects the East line of the West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section Fifteen (15); thence West along said South line of Dahringer Road one hundred seventy-four and sixty-four hundredths (174.64) feet to a point on the Easterly line of the property conveyed to Outboard Marine Corporation by the Railway Company by quit claim deed dated March 15, 1972, recorded as document 1548605, in the Recorder's Office, Lake County, Illinois; thence Southwesterly along said

CHICAGO TITLE INSURANCE CO.

Easterly line of property conveyed to Outboard Marine Corporation; five hundred eighty-five (585) feet to a point that is twenty-five (25) feet Southeasterly from the center line of an existing Railway Company track as now located (measured at right angles thereto); thence continuing Southwesterly five hundred ninety (590) feet along said Easterly line of property conveyed to Outboard Marine Corporation by the Railway Company by quit claim deed dated March 15, 1972, recorded as document 1548605, in the Recorder's Office, Lake County, Illinois, to a POINT OF BEGINNING; thence Southeasterly on a curve convex to the Southwest having a radius of three hundred thirty-one and seventy-two hundredths (331.72) feet, one hundred sixty-nine and twenty-eight hundredths (169.28) feet to a point that is located thirty-eight (38) feet distant Northeasterly from, as measured at right angles thereto, the center line of an existing Railway track; thence continuing Southeast and parallel to and thirty-eight (38) feet distance from, as measured at right angles thereto the center line of said Railway track two hundred one and ninety-four hundredths (201.94) feet to a point; thence continuing Southeasterly on a curve convex to the Southwest having a radius of three hundred seventy-two and twenty-eight hundredths (372.28) feet, two hundred sixty-four and eighty-eight hundredths (264.88) feet to a point; thence continuing Easterly and parallel to and thirty-eight (38) feet distant from, as measured at right angles thereto, the center line of said Railway track eight hundred seventy-four and fourteen hundredths (874.14) feet to a point; thence Southerly at right angles to the last described course fifteen (15) feet to a point; thence Easterly at right angles from the last described course one hundred seventy-four and ninety-two (174.92) hundredths feet to a point; thence Southeasterly on a curve convex to the Northeast having a radius of three hundred forty-two and sixty-two hundredths (342.62) feet, six hundred fifteen and seventy-five (615.75) feet to a point; thence Southwesterly from the last described course five hundred fifty-two and thirty-seven hundredths (552.37) feet to a point on the South line of Sea Horse Drive extended (formerly Pershing Road); thence West along the said South line, thirty-five and ninety-two hundredths (35.92) feet to a point; thence Northeasterly, along a line making an interior angle of 77 degrees 00 minutes 30 seconds with the last described course, five hundred sixty and forty-five (560.45) feet to a point; thence Northwesterly on a curve convex to the Northeast having a radius of three hundred seven and sixty-two (307.62) hundredths feet, five hundred fifty-two and eighty-five hundredths (552.85) feet to a point;

thence Westerly from the last described course one hundred seventy-four and ninety-two hundredths (174.92) feet to a point; thence continuing Westerly from the last described course eight hundred seventy-four and fourteen hundredths (874.14) feet to a point; thence Northwesterly on a curve convex to the Southwest having a radius of four hundred twenty-two and twenty-eight hundredths (422.28) feet, three hundred and forty-six hundredths (300.46) feet to a point; thence continuing Northwesterly and parallel to and twelve (12) feet distant from as measured at right angles thereto, the center line of said Railway track two hundred one and ninety-four hundredths (201.94) feet to a point, thence Northwesterly on a curve convex to the Southwest having a radius of three hundred eighty-one and seventy-two hundredths (381.72) feet, two hundred forty-eight and twenty-three hundredths (248.23) feet more or less to a point that is twelve (12) feet Southwesterly as measured at right angles thereto from an existing Railway track and is also thirty-eight (38) feet from the Railway's main lead track one hundred eighty-eight and eighty-seven hundredths (188.87) feet to a point; thence Southeasterly along a curve convex to the Southwest and parallel to and thirty-eight (38) feet distant from as measured at right angles thereto said existing Railway track two hundred eighteen (218) feet more or less, to the POINT OF BEGINNING, containing 2.933 acres more or less.

Grantee by the terms of a certain agreement made and entered into with Grantor the 17th day of March , 1973, has consented to and authorized the removal of certain railroad track by Grantor from a parcel of land described in said agreement and as provided therein Grantor covenanted and agreed and does now covenant and agree that upon request of the Grantee so to do, Grantor without charge, cost or expense to the Grantee shall install for the Grantee upon said easement, as above described, a standard gauge railroad track suitable for the purpose of Grantee providing railroad service to the lakefront area of

Sections 15 and 22, Township 45 North, Range 12 East of the Third Principal Meridian in Lake County, Illinois. Grantor further covenants and agrees that any railroad track so installed by Grantor pursuant to this agreement shall be installed in a manner, at a time and in a location satisfactory to the Chief Engineer of the Grantee.

The covenants herein contained shall run with the land and the rights hereby granted shall extend to and be binding upon the successors and assigns of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its President and its corporate seal to be affixed hereunto, attested by its Secretary, this [illegible] day of [illegible], 1973.

OUTBOARD MARINE CORPORATION

By _____
President

Attest:

_____
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Mildred Biere, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT W. C. Scott, personally known to me to be the President of OUTBOARD MARINE CORPORATION, a corporation, and John R. Seeger, 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 [illegible] day of [illegible], 1973.

MILDRED BIERE NOTARY PUBLIC

Mildred Biere
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MAY 16, 1976

1635647
DOC.
FILED FOR RECORD IN RECORDERS OFFICE LAKE COUNTY, ILLINOIS

SEP 21 73-9 45 AM

Frank J. Nuetra
FRANK J. NUETRA RECORDER

LEASES AND TRACKAGE RIGHTS AGREEMENTS

THIS AGREEMENT, made this 16th day of September A.D. 1895, by and between the WAUKEGAN DOCK COMPANY, party of the first part, hereinafter called the Dock Company, and the ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, party of the second part, hereinafter called the Railway Company,

WITNESSETH, that whereas, the Dock Company is purposing to construct and maintain a system of slips and docks connecting with Lake Michigan at Waukegan, Lake County, Illinois, and

WHEREAS, the Railway Company owns land adjoining the land which the Dock Company has acquired for its purposes and the Railway Company also has tracks connecting with its main line of railway in the vicinity of the proposed slips and docks, and

WHEREAS, the Dock Company desires to procure railway facilities and connections for its property in the City of Waukegan, County of Lake, State of Illinois, described as follows:

Commencing at a point four hundred eighty-three and eight-tenths (483.8) feet north of and two hundred (200) feet east of the south west corner of the northwest Quarter (1/4) of Section twenty-two (22) Township Forty-five (45), Range Twelve (12) east of the Third Principal Meridian, said easterly measurement being on a line parallel to the south line of said Quarter Section; thence north nine hundred ninety-six and two tenths (996.2) feet parallel to and 200 feet distant from the west line of said Quarter Section; thence east parallel to the south line of said Quarter Section fourteen hundred and five (1405) feet more or less to the shore of Lake Michigan; thence in a southerly direction along the shore of the Lake thirteen hundred ninety-five (1395) feet more or less to a point where said shore line intersects the line of Government land said line running east and west; thence west along said Government line six hundred sixty-seven and seven tenths (667.7) feet more or less to an iron pin which is a Government pin; thence south ten (10) degrees eleven (11) minutes west along the Government line one hundred seventy-five (175) feet to a point where said Government line crosses the south line of said Quarter Section; thence west along said south Quarter Section line three

hundred twenty-three and nine-tenths (323.9) feet; thence north parallel to and three hundred (300) feet east of the west line of said Quarter Section four hundred eighty-three and eight-tenths (483.8) feet to the north east corner of land deeded to W.H.Dow; thence west along Dow's North line one hundred (100) feet to the place of beginning. Containing 40 acres, more or less.

NOW THEREFORE, in consideration of the premises and of the mutual and respective promises and agreements herein contained, the parties hereto have for themselves and for their respective successors and assigns covenanted and agreed, and do hereby covenant, promise and agree as follows:

1. The Railway Company hereby grants to the Dock Company the right to construct and maintain such railway tracks upon the strip of land one hundred feet wide adjoining the land of the Dock Company upon the north as shall be required for access to the land east of the Main Slip planned and now partially constructed upon the property of the Dock Company.

2. The Dock Company agrees that it will construct and maintain tracks upon its property and upon the one hundred feet strip above described connecting with the tracks of the Railway Company at reasonably convenient points designated by the Railway Company so placed as to give railway connection upon the property now owned by the Dock Company and to slips, manufacturing plants, warehouses and storehouses on such property, and the Dock Company further agrees that the Railway Company shall have an exclusive and free right of entrance with engines and cars to the property of the Dock Company and over the tracks thereon, and hereby grants such right to the Railway Company, its successors and assigns.

3. The Railway Company agrees that such facilities as are necessary on its property and lines shall be provided and afforded for the transportation to and from the property of the Dock Company of cars to and from all of the Railway Company's connections without discrimination. And the Railway Company agrees to secure the establishment and continuance, so far as is in its power and it can lawfully so do, of Chicago freight rates between the property of the Dock Company and such sections

of the United States as now enjoy Chicago freight rates to and from the City of Waukegan. The Railway Company agrees to do all required switching of cars between the property of the Dock Company and the tracks of the Chicago & Northwestern Railway Company at Waukegan, for a charge of not exceeding two dollars ($2.00) per loaded car either way, and to handle empty cars to and from the property of the Dock Company to the Chicago & Northwestern Railway Company without charge for switching.

4. The covenants and agreements herein made shall be binding upon the respective parties hereto and upon their respective successors and assigns, and upon all persons and corporations whatsoever who may now or at any time hereafter own the whole or any portion of the property of the Dock Company above described, and shall be construed to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have caused their names to be set by their respective presidents and their corporate seals to be affixed and attested by their respective secretaries on the day and year first above written.

WAUKEGAN DOCK COMPANY,

Attest Arthur D. Wheeler
Secretary.

By [signature]
President.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By Norman Williams
Vice President.

Attest F. H. Symmes
Secretary.

2(a)

THIS INDENTURE, Made this 5th day of August, A. D., 1907, by and between the ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the CHICAGO TIE & TIMBER PRESERVING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the second part, W I T N E S S E T H:--

THAT the party of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by said party of the second part, its successors and assigns, has demised and leased to the said party of the second part all those premises situate, lying and being in Waukegan, Lake County, Illinois, known and described as follows:--

Beginning at a point on the easterly line of the main channel to slips at Waukegan, one thousand three hundred and sixty-six (1366) feet, more or less, east and seven hundred and fifteen (715) feet, more or less, north of an iron pin marking the southwest 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, State of Illinois; thence northeasterly with and along the east line of the said main channel and the east line of said main channel extended northeasterly nine hundred forty and seventy-five one-hundredths (940.75) feet; thence southeasterly at right angles to last described course two hundred and fifty (250) feet; thence southwesterly at right angles to last described course, four hundred fifty and seventy-five one-hundredths (450.75) feet;

thence southwesterly five hundred thirteen and ninety-three one-hundredths (513.93) feet to a point ninety-five (95) feet southeasterly from the place of beginning, measured at right angles to the east line of the said main channel; thence northwesterly ninety-five (95) feet to the place of beginning, containing in all four and fifty-three hundredths (4.53) acres, as shown in red on plat hereto attached, marked "Exhibit A", hereby referred to and made a part hereof.

TO HAVE AND TO HOLD the above described premises, with the appurtenances unto said party of the second part, its successors and assigns, from the First day of March, 1907, for, during and until the Twenty-eighth day of February, 1914.

Said party of the second part, in consideration of the leasing of the premises aforesaid, covenants and agrees with the party of the first part, its successors and assigns, to pay the said party of the first part as rent for said demised premises, the sum of Nine Thousand Eight Hundred and Seventy-Five Dollars ($9875.00) payable on and after August First, 1907, in equal monthly installments of One Hundred and Twenty-Five Dollars ($125.00) in advance on the First day of August, 1907, and the first day of each and every month thereafter during the pendency of this lease.

It is further covenanted and agreed by the said party of the second part that it will pay all taxes and assessments that may be levied, charged or assessed, on any improvements which it may erector place upon said demised premises, pending the existence of this lease.

Or in case said party of the second part shall fail to pay such taxes or assessments within sixty (60) days after the

party of the first part shall make demand to have such taxes or assessements paid, then the party of the first part may, at its election, terminate this lease, and thereupon all buildings, structures and improvements erected or placed by said party of the second part upon said premises shall be and become the property of said party of the first part.

Said party of the second part hereby further agrees to erect on said premises a Tie Treating Plant, on or before the first day of October, A. D., 1907, and during the term hereof to operate the same and carry on said business upon these premises.

It is further agreed by the party of the second part that neither it nor its successors or assigns will underlet said premises, or any part thereof, or assign this lease without the written consent of the party of the first part first had and obtained thereto,

It is further expressly understood and agreed by and between the parties aforesaid, that if the rent above reserved, or any part thereof, shall be behind or unpaid on the date of payment whereon it ought to be paid as aforesaid, or if default shall be made in any of the covenants herein contained to be kept by the party of the second part, its successors and assigns, it shall or may be lawful for the party of the first part, or its successors and assigns, agent or attorney, at its election to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law to re-enter, and the party of the second part, or any other person or persons occupying, in or upon the same, to expel, remove and put out using such force as may be necessary in do doing and said premises again to re-possess and enjoy as in its first and former estate.

It is mutually understood and agreed that said party of the second part shall have the right to remove any and all buildings, structures or improvements by it placed upon said demised premises, provided that the same are removed on or before the termination of this lease.

The party of the first part hereby agrees to build and construct certain standard guage railway tracks up to the north property line of said demised premises at its own expense, as shown on said "Exhibit A". It is also agreed by and between the parties hereto that the said party of the first part will also construct certain standard guage railway tracks upon said demised premises, as shown in yellow upon said "Exhibit A", and that the said party of the second part will pay to said party of the first part the entire cost of the construction of said tracks constructed upon said demised premises, immediately upon proper bills being rendered to it therefor after the construction of said tracks.

The said party of the first part further covenants and agrees to refund to said party of the second part, One Dollar ($1.00) per car on all cars shipped over the road of said party of the first part to or from said proposed plant upon which cars the party of the first part shall receive freight charges, exclusive of switching charges, until the total cost of the construction of said tracks shall have been so refunded. And it is mutually understood and agreed that when the entire cost of the construction of said tracks shall have been refunded as herein provided, then the title to and property in said track and the rails, ties and other material used in the construction thereof shall be and become and vest in said party of the first part.

It is further understood and agreed that said party of the second part shall ship over the line of railway of said party

of the first part from said demised premises during the first year of the term hereof at least one hundred (100) cars, and during eahh of the remaining years of said term at least five hundred (500) cars, upon which said party of the first part shall receive freight charges, exclusive of switching charges. In the event that during any such year said party of the second part shall fail to ship from said demised premises the number of cars above set forth then said party of the second part shall pay the sum of five dollars ($5.00) per car for each and every car which it shall fail to ship under said required amount and such sum is hereby declared to be so much additional rental and shall be due and payable with the next installment of rent due thereafter under this lease.

The party of the second part further covenants and agrees that said tracks to be constructed as aforesaid shall be under the control, management and supervision of said party of the first part, and said party of the first part shall have the right at all times to run its trains, engines and cars over and upon said tracks, whenever the same shall be necessary for the purpose of receiving or delivering freight from or to said party of the second part, or other persons, and that no other railroad shall be given the right to use said tracks.

Said party of the second part shall not permit or allow any obstructions of any kind upon or near to said tracks which shall in any way imperil the safety of the trains, engines, or cars upon said tracks, or persons on or about said tracks, trains, engines or cars of the party of the first part.

Said party of the second part further covenants and agrees to save harmless the said party of the first part of and from any and all loss or damage, and of and from any and all claims for loss or damage to any property situated on ~~or adjacent~~ on said demised premises, or to the person or property of any

and all persons, excepting, however, the employees of said party of the first part, while in, upon or about the same, or such track or tracks as may be now or hereafter constructed upon said demised premises, or any and all persons upon or about said demised premises, caused by fire or caused by or through the operation of the trains, engines and cars of said party of the first part, whether the same result from the negligence of the party of the first part or otherwise.

It is further understood and agreed that all the conditions and covenants contained in this lease shall be binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries, the day and year first above written.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By [signature]

PRESIDENT.

Attest

[signature]

Attest: Petemus Watson Secretary.

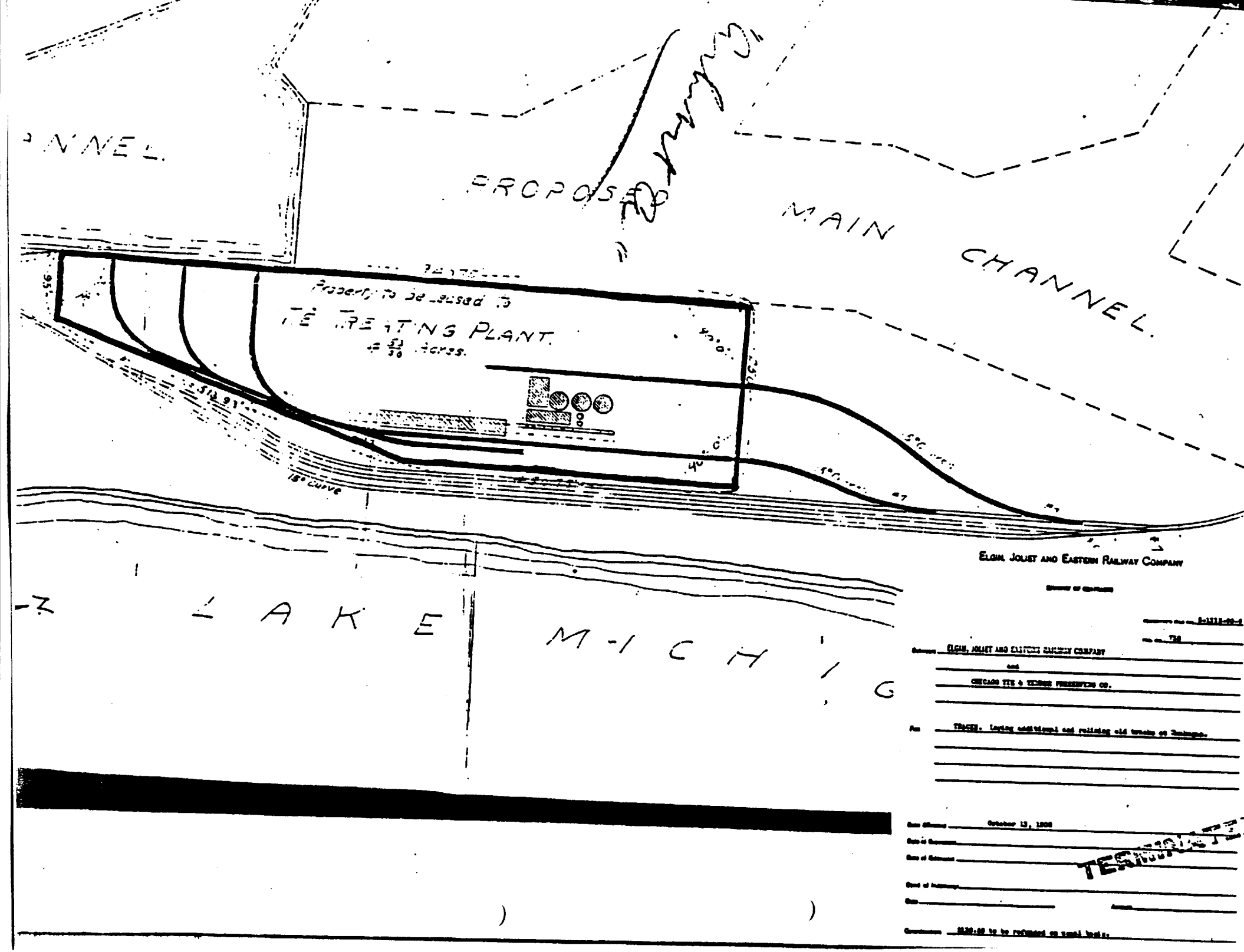
CHICAGO TIE & TIMBER PRESERVING COMPANY,

By Philip W Raber

PRESIDENT.

Attest: Petemus D Watson Secretary.

RWC



NNEL
PROPOSED
MAIN
CHANNEL.
Property to be Leased to
TIE TREATING PLANT.
Acres.
15° Curve
LAKE
MICHIG
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY
and
CHICAGO TIE & TIMBER PRESERVING CO.
TRACES. Laying additional and relining old tracks at Waukegan.
October 13, 1908
TERMINATED

MEMORANDUM OF AGREEMENT, Made and entered into this 10th day of February, A.D. 1908, by and between the ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and CHICAGO TIE & TIMBER PRESERVING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the second part, W I T N E S S E T H :--

THAT WHEREAS, said parties hereto have heretofore entered into an agreement in writing, bearing date the 5th day of August, A.D. 1907, wherein and whereby the said party of the first part leased to said party of the second part certain premises at or near the City of Waukegan, Lake County, Illinois, and agreed therein to construct certain tracks in said agreement mentioned, the cost of the construction of which to be borne and paid for by the said party of the second part, the amount thereof to be refunded to said party of the second part by said party of the first part at the rate of One Dollar per car on all cars shipped over the road of said party of the first part to or from the said plant to be located upon said premises so leased as aforesaid upon which cars the said party of the first part should receive freight charges exclusive of switching charges until the total cost of the construction of said tracks shall have been so refunded to said party of the second part;

AND WHEREAS, the said party of the second part desires said party of the first part to construct certain additional tracks upon said premises above mentioned;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter mentioned to be kept and performed

by the respective parties hereto, it is mutually covenanted and agreed by and between the respective parties hereto as follows:-

First: The party of the first part hereby agrees to build and construct two hundred ~~and fifty~~ (200) lineal feet, more or less, of standard guage railroad track upon the premises heretofore leased to said party of the second part, as aforesaid, all as indicated in red upon the plat hereto attached, marked "Exhibit A" and hereby referred to and made a part hereof, and that said party of the second part will pay to said party of the first part the entire cost of the construction of said tracks so to be constructed as aforesaid immediately upon proper bills being rendered to it therefor.

Second: Tt is further understood and agreed that the said party of the first part shall refund to said party of the second part the entire cost of the construction of said tracks, as aforesaid, in the same manner as is in said agreement above mentioned, dated August 5th, 1907, provided for the refunding of the cost of the construction of the said tracks in said agreement mentioned .

Third: It is further understood and agreed by and between the respective parties hereto that all of the terms, covenants and agreements in said agreement dated August 5th, 1907, above mentioned, shall apply tp the said track, herein agreed to be constructed, as aforesaid, with the same force and effect as if the construction thereof had been provided for in said original agreement above mentioned.

Fourth: Said agreement above mentioned, and dated August 5th, 1907, is hereby in all respects, except as hereinabove

modified, confirmed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries, the day and year first above writteh.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By _____

President

Attest: _____ Secretary.

CHICAGO TIE & TIMBER PRESERVING COMPANY,

By _____

President

Attest: _____ Secretary.

RWC-H

Form Approved
R.W.C.

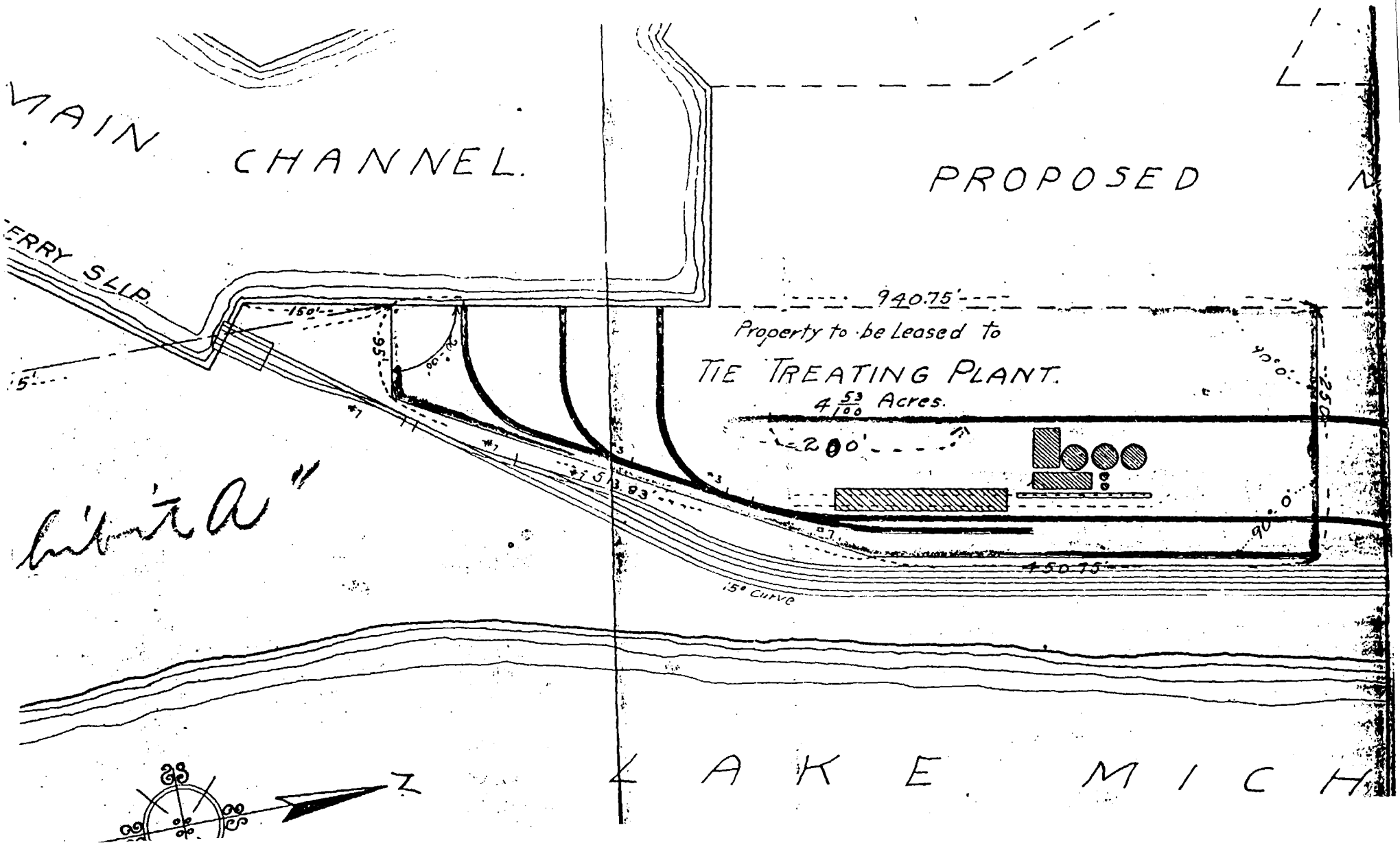

MAIN CHANNEL.
PROPOSED
ERRY SLIP
940.75'
Property to be Leased to
TIE TREATING PLANT.
4 53/100 Acres.
200'
150'
95'
513.93'
450.75'
15° Curve
90°0'
250'
LAKE MICH
N

Exhibit A"

THIS SUPPLEMENTAL AGREEMENT, Made this 13th day of October, A.D. 1908, by and between the ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter designated the "Elgin Company", and the CHICAGO TIE & TIMBER PRESERVING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, party of the second part, hereinafter designated the "Chicago Company",

W I T N E S S E T H:--

THAT WHEREAS, said parties hereto have heretofore entered into an agreement in writing, bearing date the 5th day of August, A.D. 1907, wherein and whereby said Elgin Company leased to said Chicago Company certain premises at or near the City of Waukegan, Lake County, Illinois, and agreed to construct certain tracks in said agreement mentioned, the cost of the construction of which to be borne and paid for by the Chicago Company, the amount so paid to be refunded to the Chicago Company by the Elgin Company at the rate of One Dollar ($1.00) per car on all cars shipped over the road of the Elgin Company to or from the said plant to be located upon said premises so leased as aforesaid, upon which cars the said Elgin Company should receive freight charges exclusive of switching charges, until the total cost of construction of such tracks shall have been refunded to the Chicago Company; and,

WHEREAS, the parties hereto did enter into a supplemental agreement in writing, bearing date the 10th day of

[illegible] February, A.D. 1908, wherein the Elgin Company agreed to construct certain additional tracks upon said premises above mentioned, upon the terms and conditions above mentioned; and,

WHEREAS, the Chicago Company desires the Elgin Company to construct certain additional tracks and to reline certain tracks heretofore constructed, upon the premises above mentioned;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter mentioned to be kept and performed by the parties hereto, it is mutually covenanted and agreed by and between the respective parties hereto as follows:

First: The Elgin Company hereby agrees to build and construct three hundred and fifty (350) lineal feet, more or less, of standard guage railroad track upon the premises heretofore leased to said Chicago Company, as indicated in red upon the plat hereto attached, marked "Exhibit A", hereby referred to and made a part hereof. The Elgin Company hereby further agrees to reline, upon said premises, two hundred (200) lineal feet, more or less, of standard guage railroad track, heretofore built and constructed upon said premises, as shown in yellow upon said "Exhibit A". Said Chicago Company agrees to pay to said Elgin Company the entire cost and expense of constructing and relining said tracks, so to be constructed, and relined as aforesaid, immediately upon proper bills being rendered to it therefor.

Second: It is further understood and agreed that the Elgin Company will reimburse the Chicago Company for the entire cost of constructing and relining said tracks, including the cost of the rails, ties and other material used in the construction thereof, said reimbursement to be made in the following manner:

At the expiration of every three (3) months after said tracks are open for traffic, the Chicago Company, shall present to the Elgin Company a bill charging the sum of One Dollar for each loaded car shipped over the road of the Elgin Company, during said period, to or from any plant or plants of the Chicago Company, sit-

uated along the line of or adjacent to the said tracks to be constructed and relined as herein provided, upon which the Elgin Company shall receive payment for freight charges, provided that the Chicago Company shall not include in any of said bills, charges for any cars switched to or from the City of Waukegan, Illinois, or other places or delivered to or received from any other transportation Company at or near the City of Waukegan, Illinois, or other places on which the Elgin Company received only payment for switching charges, and the Elgin Company shall pay said bills forthwith, until the actual and entire cost of said track and the ties, rails and other material used in the construction and relining there of is fully paid as above.

Third: It is further understood and agreed by and between the respective parties hereto that all the terms, covenants and agreements in said agreements dated August 5th, 1907 and February 10th, 1908, above mentioned, shall apply to the said track herein agreed to be constructed and relined as aforesaid with the same force and effect as if the construction and relining thereof had been provided for in said original agreements above mentioned.

Fourth: Said agreements above mentioned and dated August 5th, 1907, and February 10th 1908, are hereby in all respects, except as hereinabove modified, confirmed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries, the day and year first above written.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By [signature]
President

Attest: [signature] Secretary

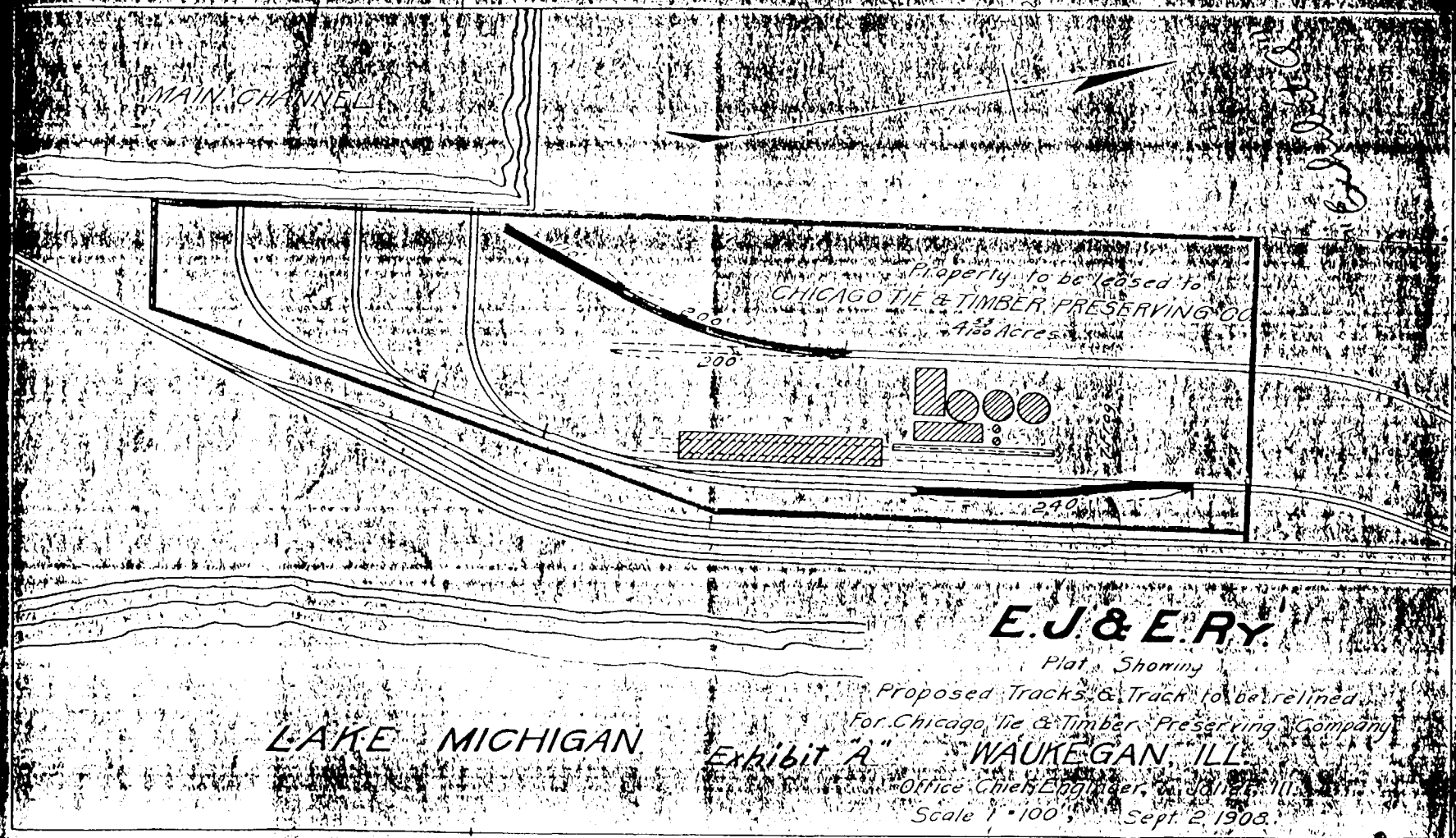
RWC

CHICAGO TIE & TIMBER PRESERVING COMPANY,

By [signature]
President

Attest: [signature] Secretary

HIA


MAIN CHANNEL
Property to be leased to
CHICAGO TIE & TIMBER PRESERVING CO
4 53/100 Acres
200
200
240
E.J.&E.Ry.
Plat Showing
Proposed Tracks & Track to be relined
For Chicago Tie & Timber Preserving Company
LAKE MICHIGAN
Exhibit "A"
WAUKEGAN, ILL.
Office Chief Engineer, Joliet, Ill.
Scale 1" = 100'
Sept. 2, 1908.

2(d)

THIS AGREEMENT, made and entered into this 6th day of February, A. D. 1912, by and between ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the States of Illinois and Indiana, hereinafter called the "Railway Company", party of the first part, and CHICAGO TIE & TIMBER PRESERVING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the "Tie Company", party of the second part,

W I T N E S S E T H :

THAT, WHEREAS, by an indenture made the 5th day of August, 1907, the Railway Company demised and leased to the Tie Company from the 1st day of March, 1907, for, during and until the 28th day of February, 1914, all those premises situate, lying and being in Waukegan, Lake County, Illinois, known and described as follows, to-wit:

Beginning at a point on the easterly line of the main channel to slips at Waukegan, one thousand three hundred and sixty-six (1366) feet, more or less, east and seven hundred and fifteen (715) feet, more or less, north of an iron pin marking the southwest corner of the Northwest quarter of Section twenty-two (22), Township forty-five (45) North, Range twelve (12) East of the Third Principal Meridian, WaukeganTownship, Lake County, State of Illinois; thence northeasterly with and along the east line of the said main channel and the east line of said main channel extended northeasterly nine hundred forty and seventy-five one-hundredths (940.75) feet; thence southeasterly at right angles to last described course two hundred and fifty (250) feet; thence southwesterly at right angles to last described course, four hundred fifty and seventy-five one-hundredths (450.75) feet; thence southwesterly five hundred thirteen and ninety-three one-hundredths (513.93) feet to a point ninety-five (95) feet southeasterly from the place of beginning, measured at right angles to the east line of the said main channel; thence northwesterly ninety-five (95) feet to the place of beginning, containing in all four and fifty-three hundredths (4.53) acres, and

WHEREAS, the Tie Company desires to have the term of said lease extended for a period of three (3) years from and after the 28th day of February, 1914;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) in hand paid by the Tie Company to the Railway Company, the receipt whereof is hereby acknowledged, it is understood and agreed that said indenture above mentioned, bearing date the 5th day of August, 1907, shall be, and the same is hereby, extended for a period of three (3) years from and after the 28th day of February, 1914, upon all the terms and conditions of said lease above mentioned, bearing date the 5th day of August, 1907, except and provided, however, that the Tie Company shall, and it hereby agrees to, pay to the Railway Company as rent for said demised premises during the period for which said above mentioned lease is hereby extended, the sum of Four Thousand Five Hundred Dollars ($4,500.00), payable in equal monthly installments of One Hundred Twenty-five Dollars ($125.00) on the 1st day of March, 1914, and on the 1st day of each and every month thereafter during the period of said extension.

It is further understood and agreed that except as herein modified said indenture above mentioned, made the 5th day of August, 1907, by and between the parties hereto, and all of the terms, agreements and conditions therein contained be, and the same are hereby, ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, and their respective corporate seals to be

hereunto affixed, attested by their respective Secretaries, the day and year first above written.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By _____

President.

ATTEST: _____

Secretary.

CHICAGO TIE & TIMBER PRESERVING COMPANY,

By _____

President.

ATTEST: _____

Secretary.

Form approved:

KNAPP AND CAMPBELL,

By _____

HIA-W

3(a)

THIS AGREEMENT, Made and entered into this 20th day of January, A.D. 1912, by and between ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the States of Illinois and Indiana, hereinafter called the "Railway Company," party of the first part, and NORTH SHORE GAS COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the "Gas Company," party of the second part, WITNESSETH:

THAT, WHEREAS, the Gas Company desires the Railway Company to construct certain railway tracks of standard gauge, as shown in red on plat hereto attached, marked "Exhibit A," hereby referred to and made a part hereof, upon and across the property of the Gas Company, located at Waukegan, Illinois, and more particularly described as follows, to-wit:

All that part of the Southwest Quarter of Section Fifteen (15), Township Forty (40), North, Range Twelve (12) East of the Third Principal Meridian, in Lake County, Illinois, described as follows, to-wit: Commencing on the East line of the right-of-way of the Chicago & Milwaukee Railroad Company (now the Chicago & Northwestern Railway Company), at a point twelve and seventy-five hundredths (12.75) chains due south of the north line of said Quarter Section; thence east nine and twenty-six hundredths (9.26) chains; thence south twelve and sixty-five hundredths (12.65) chains; thence west ten and twenty-five hundredths (10.25) chains to the east line of the right-of-way of said Railroad Company; thence northerly along said east line to the place of beginning, as shown in yellow on said Exhibit A (except the westerly one hundred (100) feet thereof, east of and adjoining the right-of-way of the Chicago & Northwestern Railway Company heretofore deeded to the Chicago, Waukegan & North Shore Railway Company, by warranty deed, dated November 29th, 1900, and recorded December 4th, 1900, as Document 79890, in Book 124 of Deeds, Page 552 in the office of the Recorder of Lake County, Illinois.)

AND, WHEREAS, the Gas Company desires the Railway Company to connect said tracks with the tracks of the Railway Company for the purpose of receiving and delivering freight from and to the Gas Company;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) from each to the other in hand paid, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Gas Company hereby grants to the Railway Company the right to construct, and thereafter maintain and operate, said tracks shown in red on said "Exhibit A" upon the property of the Gas Company in the location described until such right is terminated, as hereinafter provided.

SECOND: The Railway Company hereby agrees to construct said railway tracks of standard gauge, as shown in red on said "Exhibit A", upon and across the property of the Gas Company in the location above described, and to connect said tracks with the tracks of the Railway Company for the purpose of receiving and delivering freight from and to the Gas Company, and for other railway purposes.

It is estimated that the cost of the work to be furnished by said Railway Company, exclusive of the necessary grading for said tracks, will be Two Thousand One Hundred Eighty-five Dollars and Thirty-three Cents ($2185.33) and that the cost of said grading will be Twelve Hundred Dollars ($1200.00).

THIRD: It is understood and agreed that the Gas Company will pay to the Railway Company upon the completion of said tracks, the entire cost thereof to the Railway Company, including the cost of said grading and the cost of the rails, ties and other material used in the construction thereof, whether or not such cost be greater or less than the estimated cost above mentioned, and thereupon all title to and property in said rails, ties and other material to be used in the construction of said tracks, shall be and vest in the Gas Company. When the cost of constructing said tracks so to be paid by the Gas Company shall have been refunded to it by the Railway Company, as hereinafter provided, then the title to and property in said rails, ties and other material, and in and to said tracks, shall be and vest in the Railway Company.

FOURTH: It is further understood and agreed that the Railway Company will reimburse the Gas Company for the entire cost to the Railway Company of constructing said tracks, exclusive of the cost of the grading for said tracks, but including the cost of the rails, ties and other material used in the construction thereof, said reimbursement to be made in the following manner:

At the expiration of every three (3) months after said tracks are open for traffic the Gas Company shall present to the Railway Company a bill charging the sum of One Dollar ($1.00) for each loaded car shipped over the road of the Railway Company during said period, to or from any plant or plants of the Gas Company, situated along the line of, or adjacent to, said tracks to be constructed as herein provided, upon which the Railway Company shall receive payment for freight charges, provided that

the Gas Company shall not include in any of such bills charges for any cars switched to or from Waukegan, Illinois, or other places, or delivered to or received from any other transportation company at or near Waukegan, Illinois, or other places, on which the Railway Company receives only payment for switching charges, and the Railway Company shall pay such bills forthwith until the actual and entire cost of said tracks to the Railway Company and the cost of the rails, ties and other material used in the construction thereof is fully paid.

FIFTH. It is mutually understood and agreed that the Railway Company shall have the right at all times to use said tracks for railway purposes and the right at all times to run its trains, engines or cars over and upon said tracks for the purpose of receiving or delivering freight from or to the Gas Company, or any other firm, person or corporation.

SIXTH. The Gas Company covenants and agrees that it will neither erect or place nor permit to be erected or placed, nor allow upon its said property, any building or other obstruction of any kind that will in any way imperil the safety of the trains, engines or cars of the Railway Company upon said tracks, or the safety of persons or property upon or about said tracks, trains, engines or cars.

The shortest horizontal distance or side clearance between any such building or obstruction and the center line of the track nearest the same shall be -

(a) Not less than five (5) feet, eight (8) inches from the center line of track to loading or unloading dock, walls of depressed track and wheelbarrow platforms;

(b) Not less than seven (7) feet from the center line of track in all stock material yards;

(c) Not less than eight (8) feet, six (6) inches from the center line of track wherever not otherwise specifically provided.

The shortest vertical distance or overhead clearance between any such building or other obstruction and the top of the rails in the track nearest the same shall be -

(a) Not less than twenty-one (21) feet from the top of the rail to any structure;

(b) Not less than twenty-five (25) feet from the top of the rail to any wire;

(c) Not less than thirty-five (35) feet from the top of any transmission power wire carrying 700 volts or over.

It is further understood and agreed that where a track is on a curve, allowance shall be made for the curve in the track so as to maintain for all uses of the track a clearance equivalent to the above required clearances for a straight line track.

SEVENTH. The Railway Company agrees to maintain and keep said tracks in good condition and repair and the Gas Company agrees to pay for the entire cost of such maintenance and repair which accrues while the title to said tracks is vested in the Gas Company, immediately upon the receipt of bills therefor, PROVIDED, HOWEVER, that no such payment shall vest in the Gas Company any title to said tracks, and the Railway Company shall reimburse the Gas Company for the actual cost thereof, as in Paragraph Fourth hereof provided.

EIGETH. It is mutually understood and agreed that the liability of the respective parties hereto for loss, damage or injury to persons or property upon or adjacent to said tracks, arising out of the construction,

maintenance, operation or repair thereof, shall be fixed and determined as follows:

(a) The Gas Company shall be liable for all loss or damage occasioned by fire, however caused, except for loss or damage to railway cars and equipment, occasioned by fire caused by the sole negligence of the Railway Company, for which the Railway Company shall be liable.

(b) The Gas Company shall be liable for all other loss, damage or injury to persons or property, except such of said loss, damage or injury as may be caused by the sole negligence of the Railway Company, for which the Railway Company shall be liable.

(c) Each party hereto covenants and agrees to discharge all of its liabilities determined as aforesaid, and to indemnify and save harmless the other party from any payment, claim, action or judgment based upon such liability, including all costs, attorneys' fees and any other expense.

NINTH. This agreement may be terminated at any time by either party hereto, by giving to the other party thirty (30) days notice in writing of its election so to do, but if this agreement is terminated by the Railway Company before the Railway Company has refunded to the Gas Company for the construction of said tracks as stipulated in Paragraph Fourth hereof, the Railway Company shall pay the Gas Company the amount unrefunded. Upon the termination of this agreement in any way the Railway Company shall have the right to take up and remove said tracks and the rails, ties and other material entering into the

construction thereof. If, however, the Railway Company shall fail to take up and remove said tracks, rails, ties and other material as aforesaid, then the Gas Company may remove the same at any time after the expiration of thirty (30) days written notice to the Railway Company so to do.

TENTH. It is mutually understood and agreed that this agreement shall inure to the benefit of, and shall be and remain binding upon the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice-Presidents and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries the day and year first above written.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By _____ President.

ATTEST: _____ Secretary.

NORTH SHORE GAS COMPANY,

By _____ President.

ATTEST: _____ Ass't. Secretary.

Form approved:

KNAPP AND CAMPBELL,

By _____

HIA-W

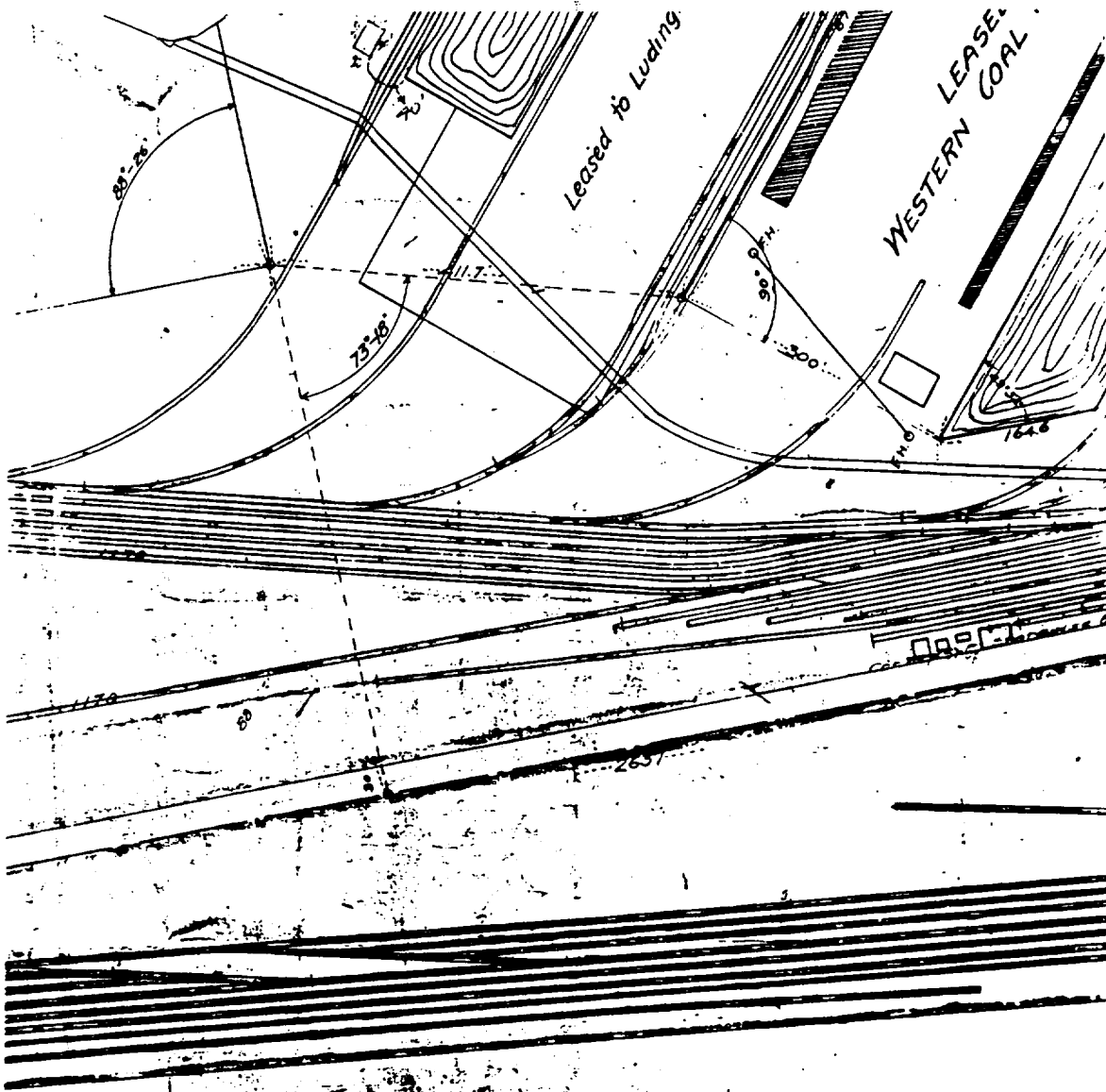


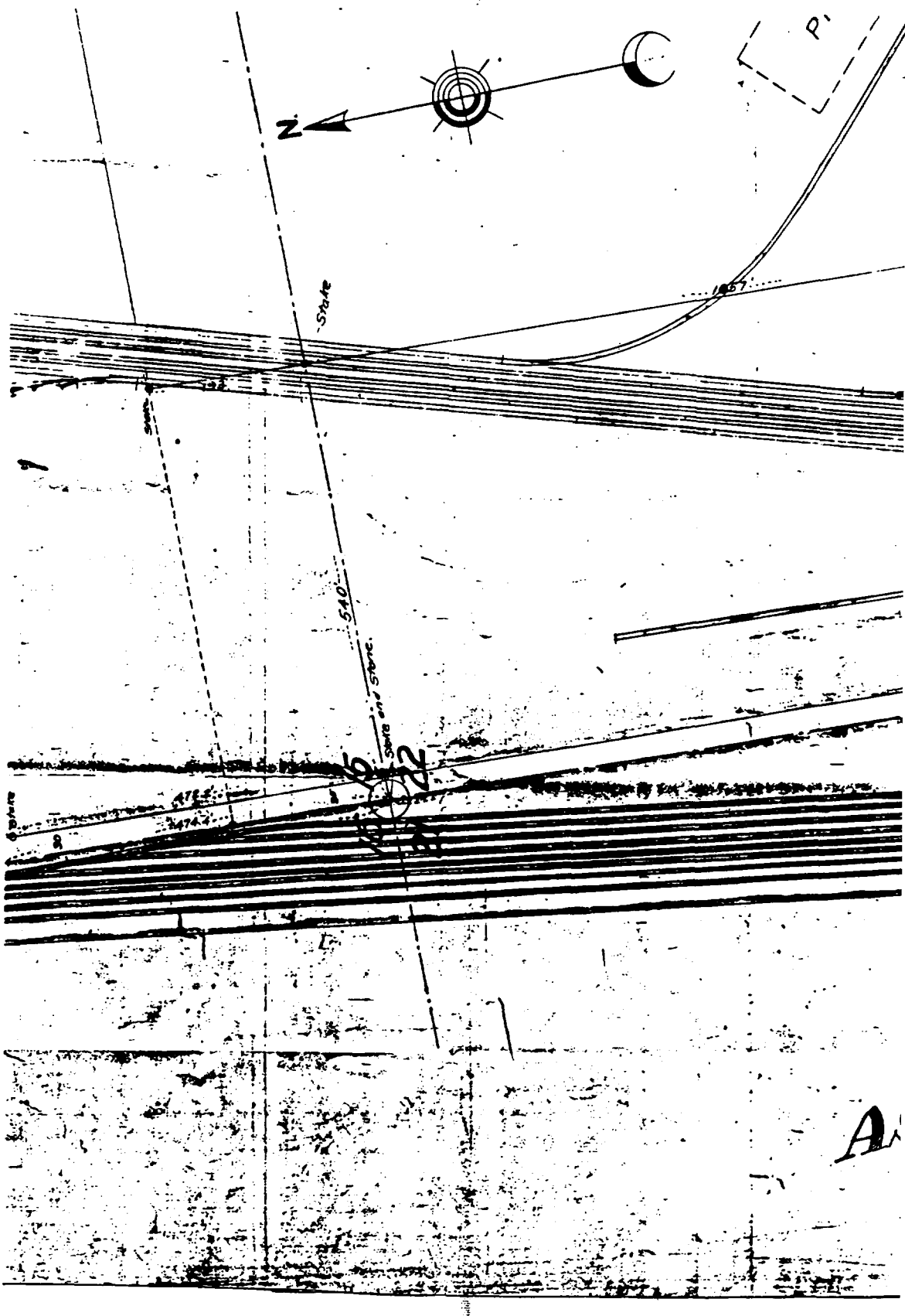
Exhibit "A"

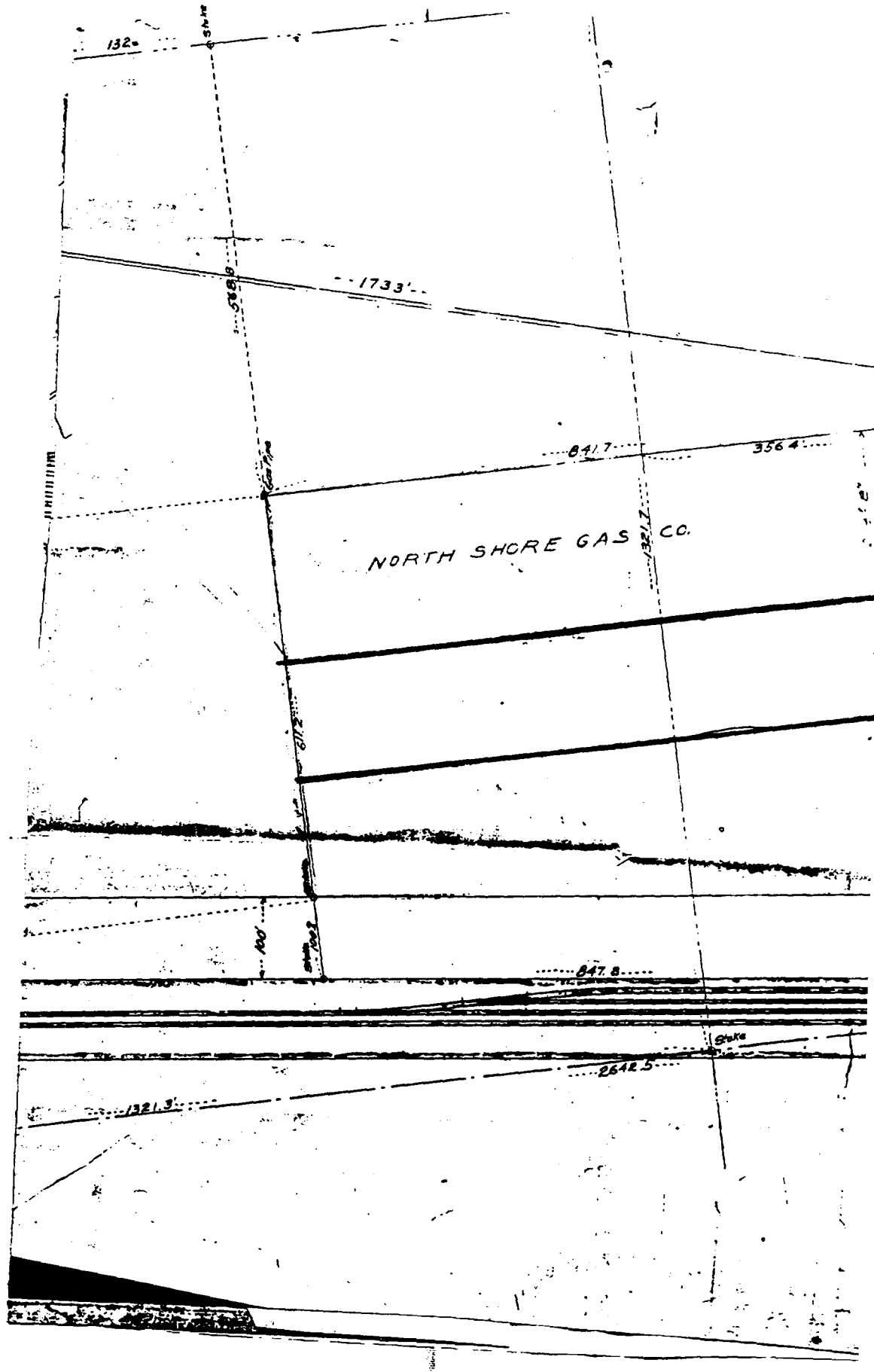
PLAT SHOWING
PROPOSED TRACKS
for the
NORTH SHORE GAS CO.
AT
WAUKEGAN ILL.

Office of Chief Engr.
Scale 1" = 100'

Joliet Ill.
Jan 12 1912

ssesso


N
State
540
State and Stone
1057
472.4
474.4
A


132
1733'
841.7
356.4
NORTH SHORE GAS CO.
321.7
100'
847.8
2642.5
1321.3'

ORE GAS CO.
841.7
1321.7
356.4'
568.8'
4' Sewer conc
847.8
2642.5

3(b)

THIS AGREEMENT, Made and entered into this 6th day of February, A. D. 1912, by and between the ELGIN, JOLIET & EASTERN RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the States of Illinois and Indiana, hereinafter called the "Railway Company," party of the first part, and NORTH SHORE GAS COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the "Gas Company," party of the second part, WITNESSETH:

THAT, WHEREAS the Gas Company desires the Railway Company to construct certain railway tracks of standard gauge upon and across the property of the Gas Company, located at Waukegan, Illinois, and more particularly described as follows, to-wit:

Beginning at a point in the east track in the Gas Company's plant, said point being one thousand, one hundred and twenty (1,120) feet, more or less, north and four hundred and forty-three (443) feet, more or less, east of the southwest corner of Section Fifteen (15), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian, Lake County, Illinois; thence northeasterly two hundred and twenty (220) feet, more or less, to a point, which is thirty (30) feet east of the center of the said east track; thence north and parallel to said east track, four hundred and thirty (430) feet, more or less, the location of said tracks being shown in red on plat hereto attached, marked "Exhibit A," hereby referred to and made a part hereof.

WHEREAS, the Gas Company desires the Railway Company to connect said tracks with the tracks heretofore constructed by the Railway Company upon the premises of the Gas Company.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) from each to the other in hand paid, receipt whereof is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the parties hereto do covenant and agree as follows, to-wit:

FIRST. The Gas Company hereby grants to the Railway Company the right to construct, and thereafter maintain and operate, said tracks shown in red on said Exhibit A, upon the property of the Gas Company in the location described until such right is terminated, as hereinafter provided.

SECOND. The Railway Company hereby agrees to construct said railway tracks of standard gauge, above described and shown in red on said Exhibit A, upon and across the property of the Gas Company in the location above described, and to connect said tracks with the tracks heretofore constructed by the Railway Company upon the premises of the Gas Company.

It is estimated that the cost of the work to be furnished by said Railway Company, exclusive of the necessary grading for said tracks, will be One Thousand Four Hundred Dollars ($1,400.00) and that the cost of said grading will be Two Hundred Dollars ($200.00).

THIRD. It is understood and agreed that the Gas Company will pay to the Railway Company upon the completion of said tracks, the entire cost thereof to the Railway Company, including the cost of said grading and the cost of the rails, ties and other material used in the construction

thereof, whether or not such cost be greater or less than the estimated cost above mentioned, and thereupon all title to and property in said rails, ties and other material to be used in the construction of said tracks, shall be and vest in the Gas Company. When the cost of constructing said tracks so to be paid by the Gas Company shall have been refunded to it by the Railway Company, as hereinafter provided, then the title to and property in said rails, ties and other material, and in and to said tracks, shall be and vest in the Railway Company.

FOURTH. It is further understood and agreed that the Railway Company will reimburse the Gas Company for the entire cost to the Railway Company of constructing said tracks, exclusive of the cost of the grading for said tracks, but including the cost of the rails, ties and other material used in the construction thereof, said reimbursement to be made in the following manner:

At the expiration of every three (3) months after said tracks are open for traffic the Gas Company shall present to the Railway Company a bill charging the sum of One Dollar ($1.00) for each loaded car shipped over the road of the Railway Company during said period, to or from any plant or plants of the Gas Company, situated along the line of, or adjacent to, said tracks to be constructed as herein provided, upon which the Railway Company shall receive payment for freight charges, provided that the Gas Company shall not include in any of such bills charges for any cars switched to or from Waukegan, Illinois, or other places, or delivered to or received from any other transportation company at or near Waukegan, Illinois, or other places, on which the Railway Company receives only payment for switching charges, and the

Railway Company shall pay such bills forthwith until the actual and entire cost of said tracks to the Railway Company and the cost of the rails, ties and other material used in the construction thereof is fully paid.

FIFTH. It is mutually understood and agreed that the Railway Company shall have the right at all times to use said tracks for railway purposes and the right at all times to run its trains, engines and cars over and upon said tracks for the purpose of receiving or delivering freight from or to the Gas Company, or any other firm, person or corporation, and that no other firm, person or corporation shall be permitted to use said tracks or any part thereof, without the written consent of the Railway Company.

SIXTH. The Gas Company covenants and agrees that it will neither erect or place nor permit to be erected or placed, nor allow upon its said property, any building or other obstruction of any kind that will in any way imperil the safety of the trains, engines or cars of the Railway Company upon said tracks, or the safety of persons or property upon or about said tracks, trains, engines or cars.

The shortest horizontal distance or side clearance between any such building or obstruction and the center line of the track nearest the same shall be -

(a) Not less than five (5) feet, eight (8) inches from the center line of track to loading or unloading dock, walls of depressed track and wheelbarrow platforms;

(b) Not less than seven (7) feet from the center line of track in all stock material yards;

(c) Not less than eight (8) feet, six (6) inches from the center line of track wherever not otherwise specifically provided.

The shortest vertical distance or overhead clearance between any such building or other obstruction and the top of the rails in the track nearest the same shall be:

(a) Not less than twenty-one (21) feet from the top of the rail to any structure;

(b) Not less than twenty-five (25) feet from the top of the rail to any wire;

(c) Not less than thirty-five (35) feet from the top of the rail to any transmission power wire carrying 700 volts or over.

It is further understood and agreed that where a track is on a curve, allowance shall be made for the curve in the track so as to maintain for all uses of the track a clearance equivalent to the above required clearances for a straight line track.

SEVENTH. The Railway Company agrees to maintain and keep said tracks in good condition and repair and the Gas Company agrees to pay for the entire cost of such maintenance and repair which accrues while the title to said tracks is vested in the Gas Company, immediately upon the receipt of bills therefor, PROVIDED, HOWEVER, that no such payment shall vest in the Gas Company any title to said tracks, and the Railway Company shall reimburse the Gas Company for the actual cost thereof, as in Paragraph Fourth hereof provided.

EIGHTH. It is mutually understood and agreed that the liability of the respective parties hereto for loss, damage or injury to persons or property upon or adjacent to said tracks, arising out of the construction, maintenance, operation or repair thereof, shall be fixed and determined as follows:

(a) The Gas Company shall be liable for all loss or damage occasioned by fire, however caused, except for loss or damage to railway cars and equipment, occasioned by fire, caused by the sole negligence of the Railway Company, for which the Railway Company shall be liable.

(b) The Gas Company shall be liable for all other loss, damage or injury to persons or property, except such of said loss, damage or injury as may be caused by the sole negligence of the Railway Company, for which the Railway Company shall be liable.

(c) Each party hereto covenants and agrees to discharge all of its liabilities determined as aforesaid, and to indemnify and save harmless the other party from any payment, claim, action or judgment based upon such liability, including all costs, attorneys' fees and any other expense.

NINTH. This agreement may be terminated at any time by either party hereto, by giving to the other party thirty (30) days' notice in writing of its election so to do, but if this agreement is terminated by the Railway Company before the Railway Company has refunded to the Gas Company for the construction of said tracks as stipulated in Paragraph Fourth hereof, the Railway Company shall pay the Gas Company the amount unrefunded. Upon the termination of this agreement in any way the RailwayCompany shall have the right to take up and remove said tracks and the rails, ties and other material entering into the construction thereof. If, however, the Railway Company shall fail to take up and remove said tracks, rails, ties and other material as aforesaid, then the Gas Company may remove the same at any time after the expiration of thirty (30) days' written notice to the Railway Company so to do.

TENTH. It is mutually understood and agreed that this agreement shall inure to the benefit of, and shall be and remain binding upon the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice-Presidents and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

ELGIN, JOLIET & EASTERN RAILWAY COMPANY,

By _____
President.

ATTEST: _____
Secretary.

NORTH SHORE GAS COMPANY,

By _____
President.

ATTEST: _____
a-Secretary.

Form approved:

KNAPP AND CAMPBELL,

By _____
H. J. A.

HIA-W

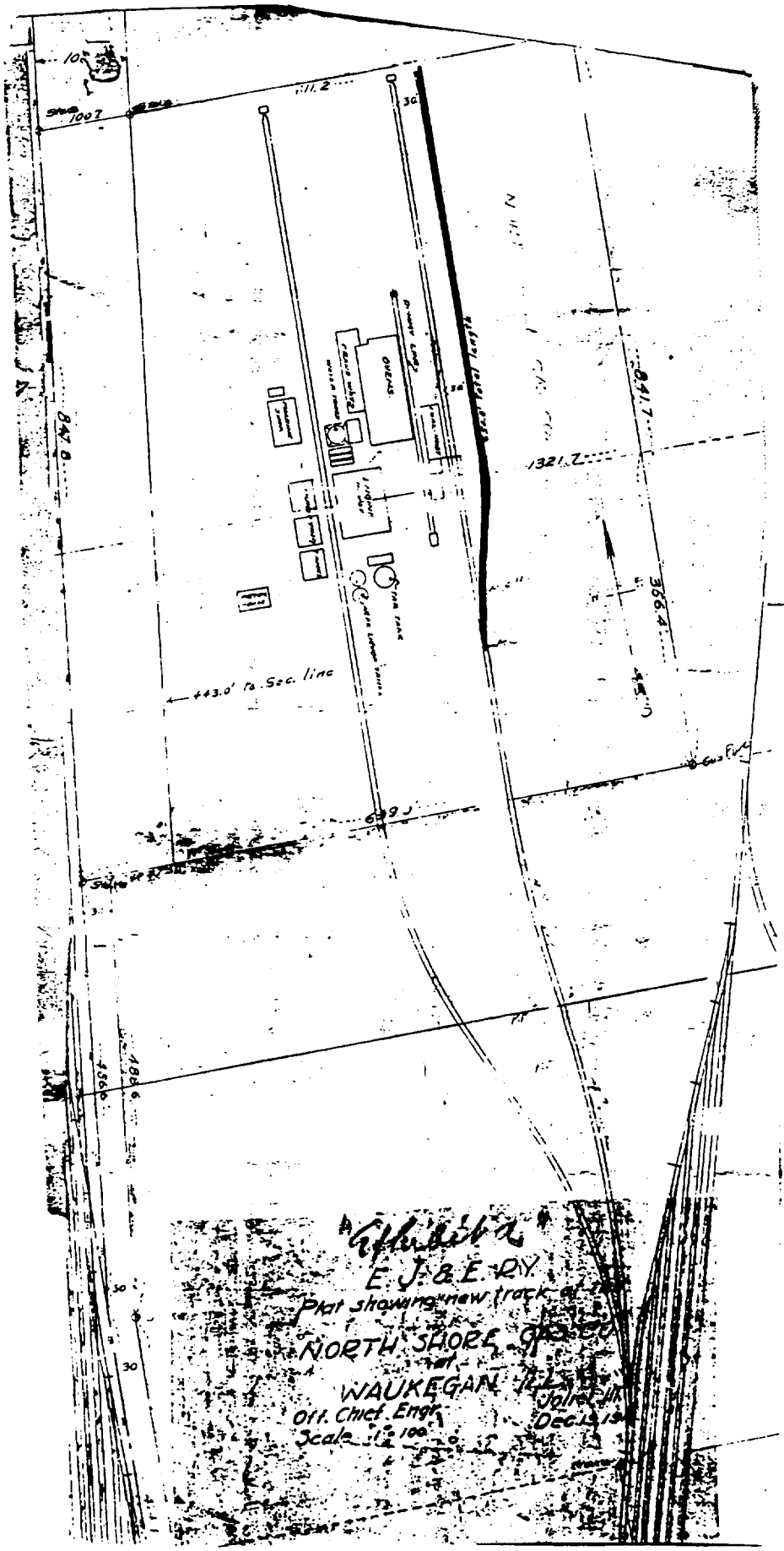


Exhibit 2
E. J. & E. RY.
Plat showing new track at
NORTH SHORE GAS CO.
at
WAUKEGAN ILL.
Off. Chief Engr.
Scale 1" = 100'
Joliet Ill.
Dec. 19
443.0' to Sec. line
1321.7
841.7
366.4
847.8
OVENS

THIS AGREEMENT made and entered into this 8th day of June, 1927, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation, (hereinafter called the "Railway"), party of the first part, and NORTH SHORE COKE AND CHEMICAL COMPANY, a corporation, (hereinafter called the "Industry"), party of the second part, and the CITY OF WAUKEGAN, ILLINOIS, a municipal corporation of the State of Illinois, (hereinafter called the "City"), party of the third part, WITNESSETH:

THAT WHEREAS the Railway heretofore has constructed twenty-four hundred and twenty (2420) lineal feet, more or less, of standard gauge railway tracks upon, over and across the property of the Industry, the City and other parties in the West Half (W1/2) of Section Twenty-two (22), Township Forty-five North (45N), Range Twelve East (12E) of the Second Principal Meridian, Waukegan Township, Lake County, Illinois, and

WHEREAS, the Industry and the City desire the Railway to repair ten hundred thirty (1030) lineal feet of said tracks and the City desires the Railway to shift, re-align and repair thirteen hundred ninety (1390) lineal feet of said tracks to be used in furnishing transportation service to the Industry and to the City.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) from each to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Railway agrees to repair ten hundred thirty (1030) lineal feet of standard gauge railway tracks, the location of which is shown in red on plat hereto attached, marked Exhibit "A" and made a part hereof, upon, over and across the said property of the Industry.

The Railway also agrees to shift, re-align and repair thirteen hundred ninety (1390) lineal feet, more or less, of standard gauge railway tracks, the changed location of which is shown in green on said Exhibit "A", upon, over and across said property of the Industry, the City and other parties.

SECOND: The Industry agrees to pay to the Railway upon the execution of this agreement the sum of Four Hundred Eleven Dollars and Twenty-eight Cents ($411.28), which represents one-half of the cost of repairing the tracks shown in red on said Exhibit "A". The City agrees to pay to the Railway upon the execution of this agreement the sum of Four Hundred Eleven Dollars and Twenty-eight Cents ($411.28), which represents one-half the cost of repairing tracks shown in red on said Exhibit "A"; also the sum of Two Thousand Two Hundred Seven Dollars and Thirteen Cents ($2207.13), which represents the estimated cost of shifting, re-aligning and repairing the tracks shown in green on said Exhibit "A".

If, upon the completion of all of the work aforesaid the actual cost of repairing the tracks shown in red on said Exhibit "A" shall be greater than said estimated cost the Industry and the

City each shall pay to the Railway one-half of the amount in excess of such estimated cost, If on the other hand the actual cost thereof shall be less than the estimated cost the Railway immediately shall refund to the Industry and also to the City one-half of the difference between said actual and estimated cost. If the actual cost of shifting, re-aligning and repairing the tracks shown in green on said Exhibit "A" shall be greater than said estimated cost the City immediately shall pay to the Railway the amount in excess of such estimated cost. If on the other hand the actual cost thereof shall be less than said estimated cost the Railway immediately shall refund to the City the difference between said actual and estimated cost.

THIRD: It is mutually understood and agreed that the title to all of said tracks and to the rails, ties and other material entering into the construction thereof shall vest and remain at all times in the Railway. It is understood and agreed, however, that when said tracks are taken up and removed the Railway shall credit the Industry and the City each with one-half of the value, at the time of removal, of the ties, furnished by the Railway for the repair of the tracks shown in red on said Exhibit "A" and that the Railway also shall credit the City with the value at the time of removal, of the ties furnished by the Railway for the shifting, re-aligning and repairing of the tracks shown in green on said Exhibit "A".

FOURTH: It is further understood and agreed that the

Railway will reimburse the Industry and the City for the entire cost paid by them of repairing, shifting and re-aligning said tracks as above provided for. The said reimbursement to be made in the following manner:

At the expiration of every three months after the said tracks are open for traffic the Industry shall present to the Railway a bill for a portion of one-half of the cost of repairing the tracks shown in red on said Exhibit "A" measured by the number of loaded cars at the rate of One Dollar ($1.00) per car shipped over the road of the Railway during said period to or from any plant or plants of the Industry situated along the line of or adjacent to the tracks shown in red on said Exhibit "A" upon which the Railway shall receive payment for freight charges. At the expiration of every three months after the said tracks are open for traffic the City shall present to the Railway a bill for a portion of the total amount paid by the City to the Railway for repairing, shifting and re-aligning the tracks shown in red and green respectively on said Exhibit "A" measured by the number of loaded cars at the rate of One Dollar ($1.00) per car shipped over the road of the Railway by the City during said period to or from any plant or plants of the City situated along the line of or adjacent to the tracks shown in green on said Exhibit "A" upon which the Railway shall receive payment for freight charges. It is understood and agreed, however, that neither the Industry nor the City shall include in any of

the bills aforesaid charges for cars switched to or from Waukegan, Illinois, or other places or delivered to or receive from any other transportation company at or near Waukegan, Illinois, or other places upon which the Railway receives only payment for switching charges, and the Railway shall pay such bills forthwith until the actual and entire cost of repairing, shifting and re-aligning said tracks, required by the terms hereof to be refunded to the Industry and to the City, shall be paid in full.

FIFTH: It is mutually understood and agreed that the Railway shall have the right, at all times, to use all of the tracks in this agreement referred to for railway purposes, and the right, at all times, to run its trains, engines and cars over and upon said tracks for the purpose of receiving or delivering freight from or to the Industry and the City and each of them or any other person, firm or corporation, and that no other railway company shall be permitted to use said tracks, or any part thereof, without the consent of the Railway.

SIXTH: The Industry and the City and each of them covenant and agree that they will neither erect or place, nor permit to be erected or placed, upon the property occupied by them any building or other obstruction that in any way will imperil the safety of the trains, engines or cars of the Railway upon said tracks, or the safety of persons or property in, upon or about such trains, engines, cars or tracks, and that the shortest horizontal distance or side clearance from any such building or ob-

struction to the center line of the track nearest the same shall be:

(a) Not less than five (5) feet, six (6) inches and not more than five (5) feet, nine (9) inches from any loading or unloading dock, walls of depressed track or wheelbarrow platforms, to the center line of track.

(b) Not less than eight (8) feet from any building or other structure of any kind to the center line of track.

(c) Not less than nine (9) feet from any building material, supplies or obstruction of any kind to the center line of any main track, and not less than eight (8) feet, six (6) inches from the center line of all other tracks.

That the shortest vertical distance or overhead clearance from any such building or other obstruction to the top of the rails in the track nearest the same shall be:

(a) Not less than twenty-one (21) feet, six (6) inches from any structure to the top of the rails.

(b) Not less than twenty-five (25) feet from any wire to the top of the rails.

(c) Not less than thirty-five (35) feet from any transmission power wire carrying seven hundred (700) volts or over, to the top of the rails.

That where a track is on a curve, allowance shall be made for the curve in the track so as to maintain for all uses of the track a clearance equivalent to the above required clearances for a straight line track.

SEVENTH: The Railway agrees to keep and maintain all of the tracks herein referred to in good order, condition and

repair during the life of this agreement. The Industry agrees to pay to the Railway immediately upon the receipt of bills therefor, one-half of the cost of maintaining and repairing the tracks shown in red on said Exhibit "A". The City agrees to pay to the Railway immediately upon the receipt of bills therefor, one-half of the cost of maintaining and repairing the tracks shown in red on said Exhibit "A" and the entire cost of maintaining and repairing the tracks shown in green on said Exhibit "A"; provided, however, that no such payment shall vest in the Industry or the City any title to said tracks; and the Railway shall reimburse the Industry and the City for the actual amounts paid by the City and the Industry to the Railway for maintaining and repairing said tracks, such reimbursement to be made as provided for in Paragraph Fourth hereof.

EIGHTH: It is mutually understood and agreed that the liability of the respective parties hereto for loss of or damage to the property of, injury to or death of any person or persons upon or adjacent to any of the tracks herein referred to, arising out of the maintenance, operation or repair thereof shall be fixed and determined as follows:

(a) The Industry and the City each shall be liable for one-half of all loss, damage or injury occasioned by fire, however, caused, upon or adjacent to the tracks shown in red on said Exhibit "A", except for loss of or damage to railway cars and equipment occasioned by fire caused by the sole negligence of the Railway, for which the Railway shall beliable.

(b) The Industry and the City each shall be liable for one-half of all other loss, damage or injury to persons or property

upon or adjacent to the tracks shown in red on said Exhibit "A", except such of said loss, damage or injury as may be caused by the sole negligence of the Railway, for which the Railway shall be liable.

(c) The City shall be liable for all loss or damage occasioned by fire upon or adjacent to the tracks shown in green on said Exhibit "A", however caused, except for loss of or damage to Railway cars and equipment occasioned by fire caused by the sole negligence of the Railway, for which the Railway shall be liable.

(d) The City shall be liable for all other loss, damage or injury to persons or property upon or adjacent to said tracks shown in green on said Exhibit "A", except such of said loss, damage or injury as may be caused by the sole negligence of the Railway, for which the Railway shall be liable.

(e) Each party hereto covenants and agrees to discharge all of its liabilities determined as aforesaid and to indemnify and save harmless the other parties from any payment, claim, action or judgment, based upon such liability, including all costs, attorney's fees and any other expense.

NINTH: It is mutually understood and agreed that the tracks herein referred to are temporary tracks and that the parties hereto comtemplate making an arrangement for the construction of permanent tracks in a different location to take the place of the tracks covered by this agreement and that until such time as said permanent tracks are constructed and open for traffic this agreement shall be and continue in full force and effect, (unless sooner terminated in the manner hereinafter provided for,) but that when permanent tracks are constructed and are open for traffic this agreement immediately shall terminate without further action by the

parties hereto or any of them.

TENTH: This agreement may be terminated at any time by any party hereto by giving to the other parties thirty (30) days' written notice of its desire so to do and upon the expiration of said notice this agreement immediately shall terminate. Upon the termination of this agreement in any way the Railway shall have the right to take up and remove all of the tracks referred to in this agreement and the rails, ties and other material entering into the construction thereof.

ELEVENTH: It is mutually understood and agreed that this agreement shall inure to the benefit of and shall be and remain binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents the day and year first above written.

FORM APPROVED
Ahern & Campbell
H. Sallen
June 9 '30

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

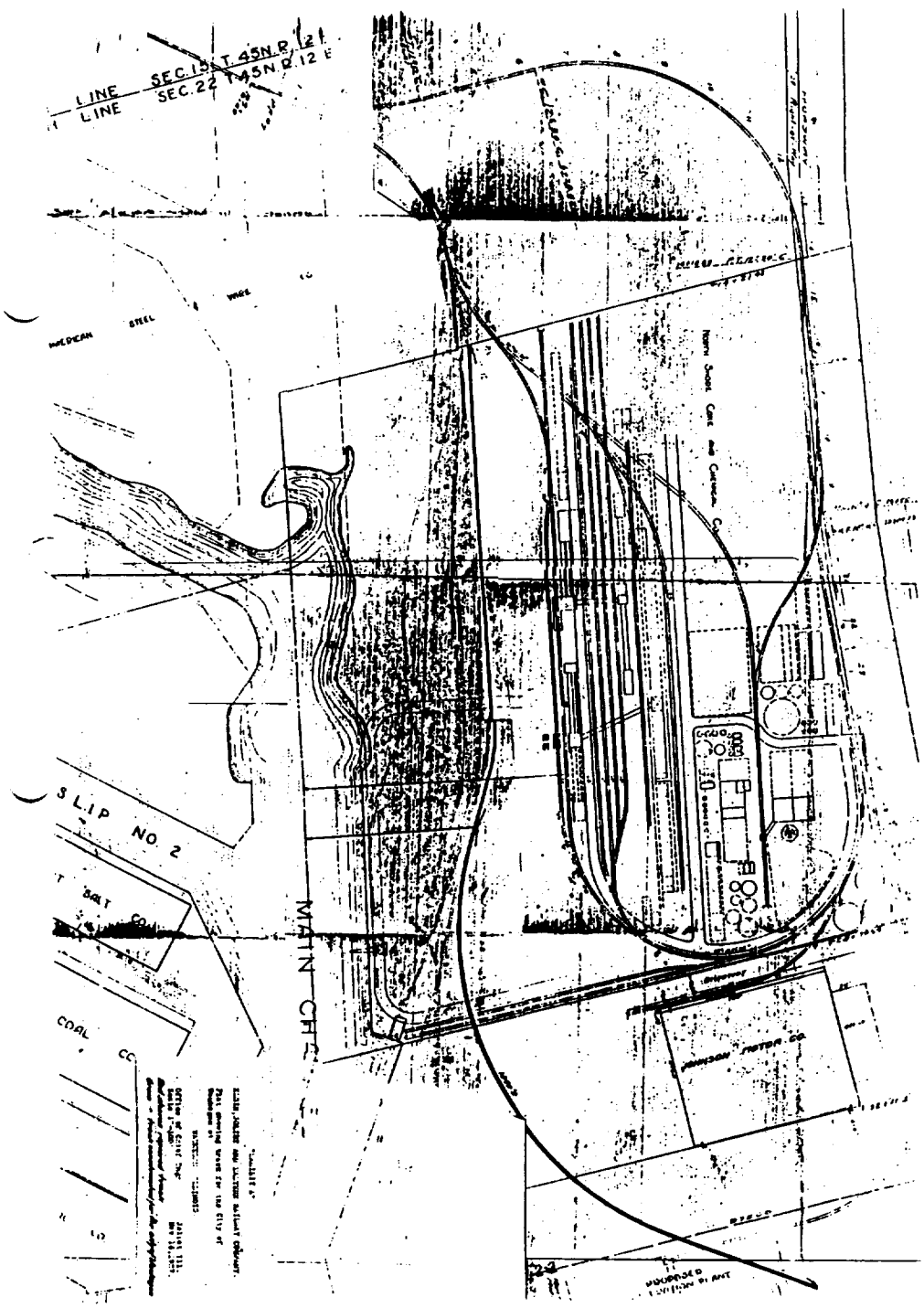
ATTEST: [signature] By [signature]
Secretary. President.

NORTH SHORE COKE AND CHEMICAL COMPANY,

ATTEST: William B. Baehr By [signature]
Secretary. President.

CITY OF WAUKEGAN, ILLINOIS,

ATTEST: P E Kamschulte By L. J. Yager
City Clerk. Mayor.


LINE SEC.15 T.45N.R.12
LINE SEC.22 T.45N.R.12 E
AMERICAN STEEL WIRE CO
NORTH SHORE GAS AND CHEMICAL CO
SLIP NO. 2
SALT CO
COAL CO
MAIN CH
JOHNSON MOTOR CO
PROPOSED LAVATION PLANT

THIS AGREEMENT made and entered into this 24th day of June, 1927, by and between JOHNSON MOTOR COMPANY, a corporation, (hereinafter called the "Grantor"), party of the first part and ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation, (hereinafter called the "Railway"), party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00) in hand paid by the Railway to the Grantor and other good and valuable consideration, the receipt whereof is hereby acknowledged and of the mutual covenants and agreements hereinafter set forth the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Grantor hereby grants to the Railway the right to install, maintain and operate three hundred ninety (390) lineal feet, more or less, of standard gauge railway tracks upon, over and across the property of the Grantor, in the City of Waukegan, Lake County, Illinois, in the location more particularly described as follows:

> Beginning at a point on the north property line of the Grantor, three hundred forty-five (345) feet, more or less, east of and measured with and along said north property line, the center line of Main Channel as now located in the northwest one-quarter (1/4) of section twenty-two (22), township forty-five (45) north, range twelve (12) east of the third principal meridian; thence southeasterly on a curve having a radius of seven hundred sixteen and eight tenths (716.8) feet, more or less, three hundred ninety (390) feet, more or less to a point on the south property line of said Grantor, said point being six hundred eighty (680) feet more or less, east of the said center line of said Main Channel, measured with and along said south property line of the said Grantor. The location of said tracks is

shown in red on plat hereto attached marked "Exhibit A" and made a part hereof.

SECOND: It is understood and agreed that said tracks shall be under the control, management and supervision of the Railway at all times and that the Railway shall have the right, at all times, to run its trains, engines and cars over and upon said tracks whenever necessary, and to use said tracks for all proper railway purposes.

THIRD: It is mutually understood and agreed that the right to maintain and operate said tracks, as herein provided for, shall be and continue in full force and effect until either party shall have given to the other party ninety (90) days' notice in writing of its election to terminate same.

FOURTH: The Grantor covenants and agrees that it will neither erect or place, nor permit to be erected or placed, upon its said premises any building or other obstruction that in any way will imperil the safety of the trains, engines or cars of the Railway upon said tracks, or the safety of persons or property in, upon or about such trains, engines, cars or tracks, and that the shortest horizontal distance or side clearance from any such buildings or obstructions to the center line of the track nearest the same shall be:

(a) Not less than five (5) feet, six (6) inches and not more than five (5) feet, nine (9) inches from any loading or unloading dock, walls of depressed track or wheelbarrow platforms, to the center line of track.

(b) Not less than eight (8) feet from any building or other structure of any kind to the center line of track.

(c) Not less than nine (9) feet from any building material, supplies or obstruction of any kind to the center line of any main track, and not less than eight (8) feet, six (6) inches from the center line of all other tracks.

That the shortest vertical distance or overhead clearance from any such building or other obstruction to the top of the rails in the track nearest the same shall be:

(a) Not less than twenty-one (21) feet, six (6) inches from any structure to the top of the rails.

(b) Not less than twenty-five (25) feet from any wire to the top of the rails.

(c) Not less than thirty-five (35) feet from any transmission power wire carrying seven hundred (700) volts or over, to the top of the rails.

That where a track is on a curve, allowance shall be made for the curve in the track so as to maintain for all uses of the track a clearance equivalent to the above required clearance for a straight line track.

FIFTH: It is understood and agreed that the title to said tracks and to the rails, ties and other material used in the construction thereof shall vest and remain, at all times, in the Railway, and in case of the termination of the right to maintain and operate such tracks in any way the Railway shall have the right to take up and remove the same, and the rails, ties and other material entering into the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice-Presidants and their corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

JOHNSON MOTOR COMPANY,

By [signature]
President.

ATTEST:

[signature]
Secretary.

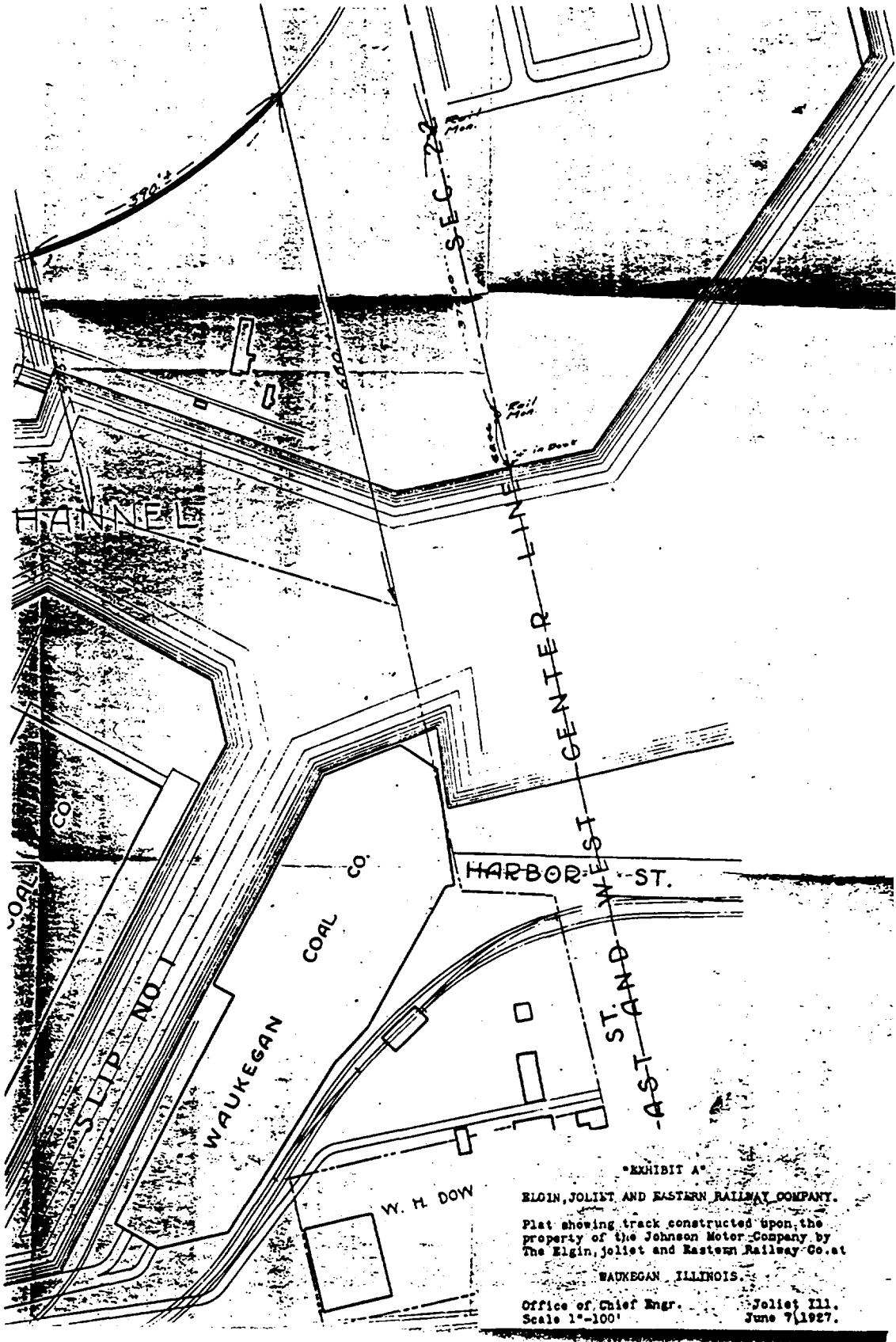
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By [signature]
PRESIDENT.

ATTEST:

[signature]
Secretary.

FORM APPROVED
Knapp & Campbell
H. J. Allen
June 24th 1927



"EXHIBIT A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY.

Plat showing track constructed upon the property of the Johnson Motor Company by The Elgin, Joliet and Eastern Railway Co. at

WAUKEGAN, ILLINOIS.

Office of Chief Engr. Joliet Ill.
Scale 1"=100' June 7\1927.

THIS AGREEMENT, made and entered into this 2nd day of November, 1927, by and between ELGIN, JOLIET AND EASTER RAILWAY COMPANY, a corporation, (hereinafter called the "Railway") party of the first part, and JOHNSON MOTOR COMPANY, a corporation, (hereinafter called the "Industry"), party of the second part, WITNESSETH:

In consideration of the sum of One ($1.00) Dollar from each to the other in hand paid and other good and valuable considerations, receipt whereof is hereby acknowledged, the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Railway hereby agrees to construct six hundred one (601) lineal feet, more or less, of standard gauge railway tracks from a connection with a track of the Railway now constructed upon the property of North Shore Coke and Chemical Company, a corporation; thence over and across said property of said corporation and thence continuing over and upon the property of the Industry; one hundred seventy-one (171) lineal feet, more or less, of said tracks shall be installed upon the property of said North Shore Coke and Chemical Company and four hundred thirty (430) lineal feet of said tracks shall be constructed over and across the property of the Industry. The location of the center line between the rails and said tracks is more particularly described as follows:

> Beginning at a point of switch in the track of the North Shore Coke and Chemical Company, twenty-four hundred two (2402) feet, more or less, east and six hundred seventy-seven (677) feet, more or less North of the southwest corner of the Northwest quarter

(1/4) 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 southwesterly through a number seven turnout sixty-three (63) feet, more or less to a point; thence continuing southwesterly on a curve to the right and having a radius of two hundred eighty seven and nine tenths (287.9) feet, more or less, two hundred seventy-eight (278) feet, more or less to the point of tangent of said curve; thence west two hundred sixty (260) feet more or less to a point.

The location of said tracks is shown in red on plat hereto attached, marked Exhibit "A" and made a part hereof.

SECOND: The Industry agrees to pay to the Railway upon the execution of this agreement, the sum of Two Thousand Six Hundred Eighteen ($2618.00) Dollars, which represents the estimated cost of constructing said tracks and the further sum o One Hundred thirty-seven & 93/100 ($137.93) Dollars, which represents the actual cost of the necessary grading for said tracks. If, upon the completion of said tracks the actual cost thereof shall be greater than said estimated cost, the Industry immediately shall pay to the Railway the amount in excess of suc estimated cost. If, on the other hand, the actual cost thereof shall be less than the estimated cost, the Railway immediately shall refund to the Industry the difference between said actual and estimated cost.

THIRD: The actual cost of the grading for said tracks to be paid to the Railway by the Industry, as aforesaid, shall n be refunded to the Industry in any manner.

FOURTH: It is mutually understood and agreed that the title to that portion of said tracks to be constructed upon the property of North Shore Coke and Chemical Company and the rails, ties and other material entering into the construction thereof, shall vest and remain at all times in the Railway. When, howeve the actual cost of constructing said tracks has been paid by the Industry to the Railway, in the manner above provided for, the title to that portion of said tracks to be constructed upon the property of the Industry and the rails, ties and other materials entering into the construction thereof, shall vest in the Industry. When, however, the cost of constructing said tracks shall have been refunded to the Industry by the Railway, as hereinafter provided for, the title to said tracks to be constructed on the property of the Industry and the rails, ties and other materials entering into the construction of said track shall vest in the Railway.

FIFTH: It is mutually understood and agreed that afte the Industry shall have paid the Railway for said tracks, as abo provided for, the Railway will reimburse the Industry for the entire cost paid by the Industry of constructing the tracks therein described, including the cost of the rails, ties and other material entering into the construction thereof, but not including the cost of any grading. Said reimbursement to be ma in the following manner:

At the expiration of every three months after said tracks are open for traffic, the Industry shall

present to the Railway a bill for a portion of the cost of constructing said tracks, measured by the number of load-ed cars at the rate of One Dollar ($1.00) per car, shipped ov the road of the Railway by the Industry during said period to from any plant or plants of the Industry situated along the l of or adjacent to said tracks upon which the Railway shall re payment for freight charges; provided, however, that the Indu shall not include in any of such bills charges for cars switc to or from Waukegan, Illinois, or other places, or delivered or received from, any other transportation company at or near Waukegan, Illinois, or other places, upon which the Railway r ceived only payment for switching charges, and the Railway sh pay such bills forthwith until the actual and entire cost of structing said tracks, and the cost of the rails, ties and ot material entering into the construction thereof required by t terms hereof to be refunded to the Industry, shall be fully p

SIXTH: It is mutually understood and agreed that t Railway shall have the right at all times to use all of the t above described, for railway purposes, and the right at all t to run its trains, engines and cars over and upon said tracks the purpose of receiving or delivering freight from or to the dustry, or any other person, firm, or corporation, and that n other railway company shall be permitted to use said tracks o any part thereof without the consent of the Railway.

SEVENTH: The Industry covenants and agrees that it neither erect or place, nor permit to be erected or placed up

the property owned or occupied by it any building or other obstruction that in any way will imperil the safety of the trains, engines, or cars, of the Railway upon said tracks, or the safety of persons or property in, upon, or about, such trains, engines, cars or tracks, and that the shortest horizontal distance, or side clearance from any such building or obstruction, to the center line of the track nearest the same shall be:

(a) Not less than five (5) feet, six (6) inches and not more than five (5) feet nine (9) inches from any loading or unloading dock, walls of depressed track, or wheelbarrow platforms, to the center line of track.

(b) Not less than eight (8) feet from any building or other structure of any kind to the center line of track.

(c) Not less than nine (9) feet from any building material, supplies, or obstruction of any kind to the center line of any main track, and not less than eight (8) feet, six (6) inches from the center line of all other tracks.

That the shortest vertical distance or overhead clearance from any such building or other obstruction to the top of the rails in the track nearest the same shall be:

(a) Not less than twenty-one (21) feet, six inches (6") from any structure to the top of the rails.

(b) Not less than twenty-five (25) feet from any wire to the top of the rails.

(c) Not less than thirty-five (35) feet from any transmission power wire carrying seven hundred (700) volts or over, to the top of the rails.

That where a track is on a curve, allowance shall be made for the curve in the track so as to maintain for all uses of the track a clearance equivalent to the above required clearance for a straight line track.

EIGHTH: The Railway agrees to keep and maintain all of the tracks herein referred to in good order, condition and repair during the life of this agreement. The Industry agrees to pay to the Railway immediately upon the receipt of bills therefor the cost of maintaining and repairing all of said tracks, provided, however, that no such payment shall vest in the Industry any title to said tracks, and the Railway shall reimburse the Industry for the actual cost of maintaining and repairing said tracks, as in Paragraph Fifth hereof provided for.

NINTH: It is mutually understood and agreed that the liability of the respective parties hereto for loss of, or damage to, the property of, injury to, or death of, any person, or persons, upon, or adjacent to any of the tracks herein described, arising out of the construction, maintenance, operation, or repai thereof, shall be fixed and determined as follows:

(a) The Industry shall be liable for all loss or damage occasioned by fire, however caused, except for loss of, or damage to, railway cars and equipment, occasioned by fire, caused by the sole negligence of the Railway, for which the Railway shall be liable.

(b) The Industry shall be liable for all other loss, damage, or injury to, persons or property, except such of said loss, damage, or injury as may be caused by the sole negligence of the Railway, for which the Railway shall be liable.

(c) Each party hereto covenants and agrees to dis-

charge all of its liabilities determined as aforesaid, and to indemnify and save harmless the other party from any payment, claim, action, or judgment, based upon such liability, including all costs, attorney's fees and any other expense.

TENTH: This agreement may be terminated at any time by either party hereto by giving to the other party thirty (30) days' written notice of its election so to do; but, if this agreement is terminated by the Railway before the Railway has refunded to the Industry the cost and expense of construction of said tracks, as stipulated in Paragraph Fifth hereof, the Railway shall pay the Industry the amount unrefunded. Upon the termination of this agreement in any way, the Railway shall have the right to take up and remove all of the tracks herein described, and the rails, ties and other material entering into the construction thereof.

ELEVENTH: It is mutually understood and agreed that this agreement shall inure to the benefit of, and shall be and remain binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents, or Vice Presidents, and their corporate seals to be hereunto affixed, attested by their Secretaries, or Assistant Secretaries, the day

and year first above written.

FORM APPROVED
Knapp & Campbell
H. J. Allen
2-2-1922

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By _____ PRESIDENT.

ATTEST:

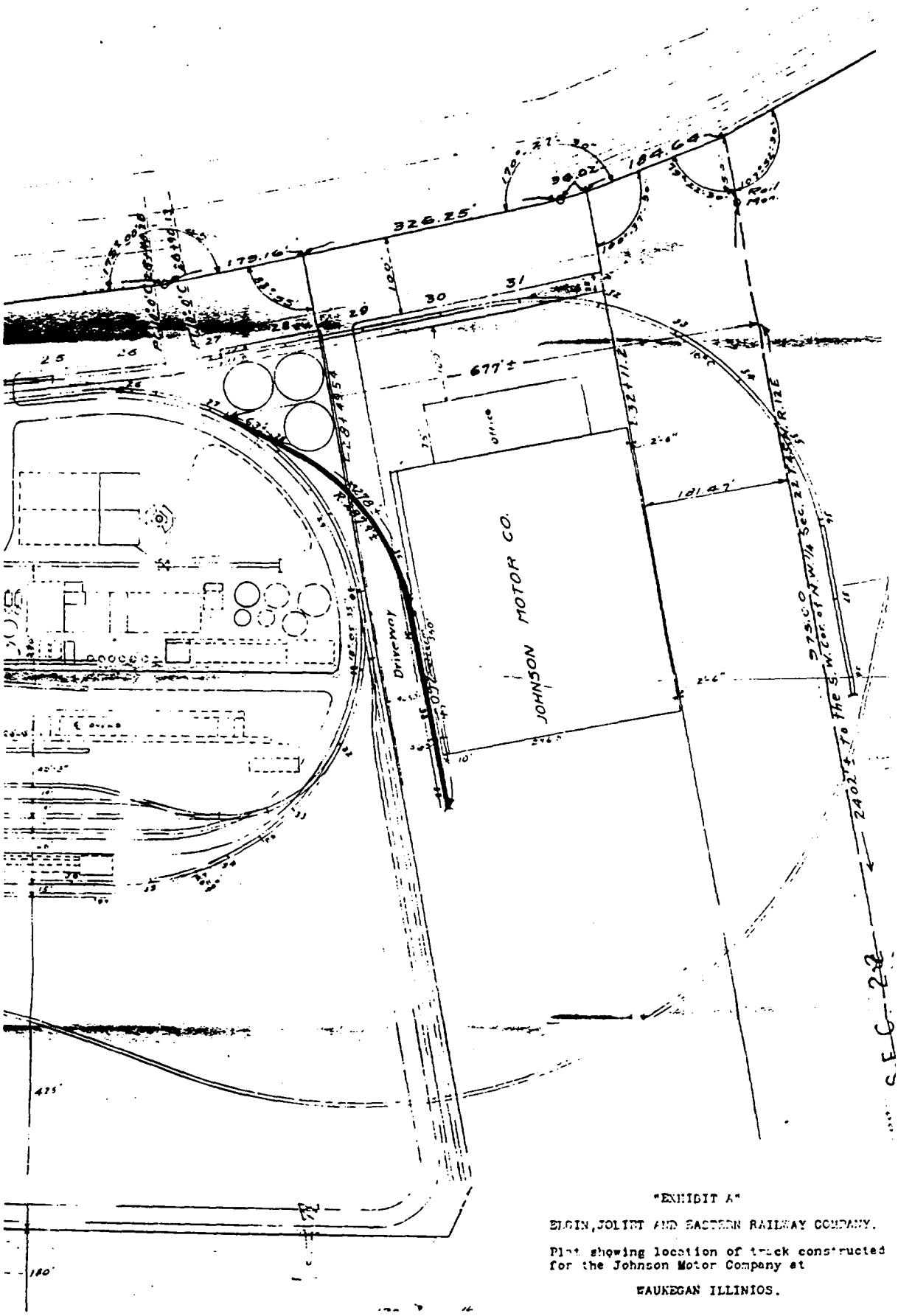
_____ SECRETARY.

JOHNSON MOTOR COMPANY,

By _____ PRESIDENT.

ATTEST:

_____ SECRETARY.



"EXHIBIT A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY.

Plat showing location of track constructed for the Johnson Motor Company at

WAUKEGAN ILLINIOS.

THIS AGREEMENT, Made and entered into this 31st day of December, 1928, by and between JOHNSON MOTOR COMPANY, a corporation, (hereinafter called the "Grantor"), party of the first part, and ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation, (hereinafter called the "Railway"), party of the second part,

W I T N E S S E T H:

FIRST: The Grantor hereby grants to the Railway the right to maintain and operate fifty-four (54) lineal feet, more or less, of standard gauge railway track, heretofore constructe upon the property of the Grantor, in the City of Waukegan, Lake County, Illinois. The location of the center line between the rails in said track, is more particularly described as follows, to-wit:

> Beginning at the westerly end of and on the center line between the rails in the track, constructed by the Railway upon the property of the Grantor, as provided for in a written agreement between the Railway and the Grantor, dated the 2nd day of November, 1927, which point of beginning is one thousand eight hundred seventy-five (1875) feet, more or less, East of and four hundred ninety-six (496) feet, more or less, north of the southwest corner of the Northwest Quarter (NW-1/4) of Section Twenty-two (22), Township forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian; thence westerly on a curve convex to the northwest and having a radius of three hundred thirty-eight (338) feet, more or less, a distance of fifty-four (54) feet, more or less, to a point.

The location of said track is shown in red on the plat hereto attached, marked Exhibit "A", and made a part hereof.

SECOND: It is mutually understood and agreed that the right to maintain and operate said track, shall be and continue in full force and effect from and after the date hereof and until either party hereto shall have given to the other party thirty (30) days' notice in writing of its desire to terminate said right and that at the end of said period of time, said right and this agreement immediately shall cease and terminate.

THIRD: It is understood and agreed that said track shall be under the control, management and supervision of the Railway at all times and that the Railway shall have the right, at all times, to run its trains, engines and cars over and upon said track whenever necessary, and to use said track for all proper railway purposes.

FOURTH: The Grantor covenants and agrees that it will neither erect or place, nor permit to be erected or placed, upon the above described premises any building or other obstruction that in any way will imperil the safety of the trains, engines or cars of the Railway upon said track, or the safety of persons or property in, upon or about such trains, engines, cars or track, and that the shortest horizontal distance or side clearance from any such buildings or obstructions to the center

clear

line of the track nearest the same shall be:

(a) Not less than five (5) feet, six (6) inches and not more than five (5) feet, nine (9) inches from any loading or unloading dock, walls of depressed track or wheelbarrow platforms, to the center line of track.

(b) Not less than eight (8) feet from any building or other structure of any kind to the center line of track.

(c) Not less than nine (9) feet from any building material, supplies or obstruction of any kind to the center line of any main track, and not less than eight (8) feet, six (6) inches from the center line of all other tracks.

That the shortest vertical distance or overhead clearance from any such building or other obstruction to the top the rails in the track nearest the same shall be:

(a) Not less than twenty-one (21) feet, six (6) inches from any structure to the top of the rails.

(b) Not less than twenty-five (25) feet from any wire to the top of the rails.

(c) Not less than thirty-five (35) feet from any transmission power wire carrying seven hundred (700) volts or over to the top of the rails.

That where a track is on a curve, allowance shall be made for the curve in the track so as to maintain for all users of the track a clearance equivalent to the above required clearance for a straight line track.

FIFTH: It is understood and agreed that the title to said track and to the rails, ties and other material used in the construction thereof shall vest and remain, at all times in the Railway, and in case of the termination of the right to maintain and operate such track in any way, the Railway shall have the right to take up and remove the same, and the rails, ties and other material entering into the construction thereof.

SIXTH: It is mutually understood and agreed that in addition to the uses specified in Section Third hereof, said track also shall be used for the purpose of receiving and delivering freight from and to the Grantor in conjunction with said track constructed by the Railway upon the property of the Grantor, as provided for in said written agreement above mentio dated the 2nd day of November, 1927, and that the liability of the respective parties hereto for loss of or damage to the property of, injury to, or death of any person or persons, upon or adjacent to the track to be maintained and operated, as provided for in this agreement, arising out of the maintenance, operation or repair thereof, shall be fixed and determined as follows:

(a) The Grantor shall be liable for all loss or damage occasioned by fire, however caused, except for loss of, or damage to, railway cars and equipment, occasioned by fire, caused by the sole negligence of the Railway, for which the Railway shall be liable.

(b) The Grantor shall be liable for all other loss, damage, or injury to, persons or property, except such of said loss, damage, or injury as

may be caused by the sole negligence of the Railway, for which the Railway shall be liable.

(c) Each party hereto covenants and agrees to discharge all of its liabilities determined as aforesaid, and to indemnify and save harmless the other party from any payment, claim, action, or judgment, based upon such liability, including all costs, attorney's fees and any other expense.

SEVENTH: This agreement shall inure to the benefit of and shall be and remain binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice-Presidents and their corporate seals to be hereunto affixed, attested by their Secretaries or Assistant Secretaries, the day and year first above written.

JOHNSON MOTOR COMPANY,

By Harrell Pippe
President.

ATTEST: C P Van Sicklee
Secretary.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By [signature]
President.

FORM APPROVED
Kelly & Campbell
H. J. Allen
Dec 31 1927

ATTEST: [signature]
Secretary.

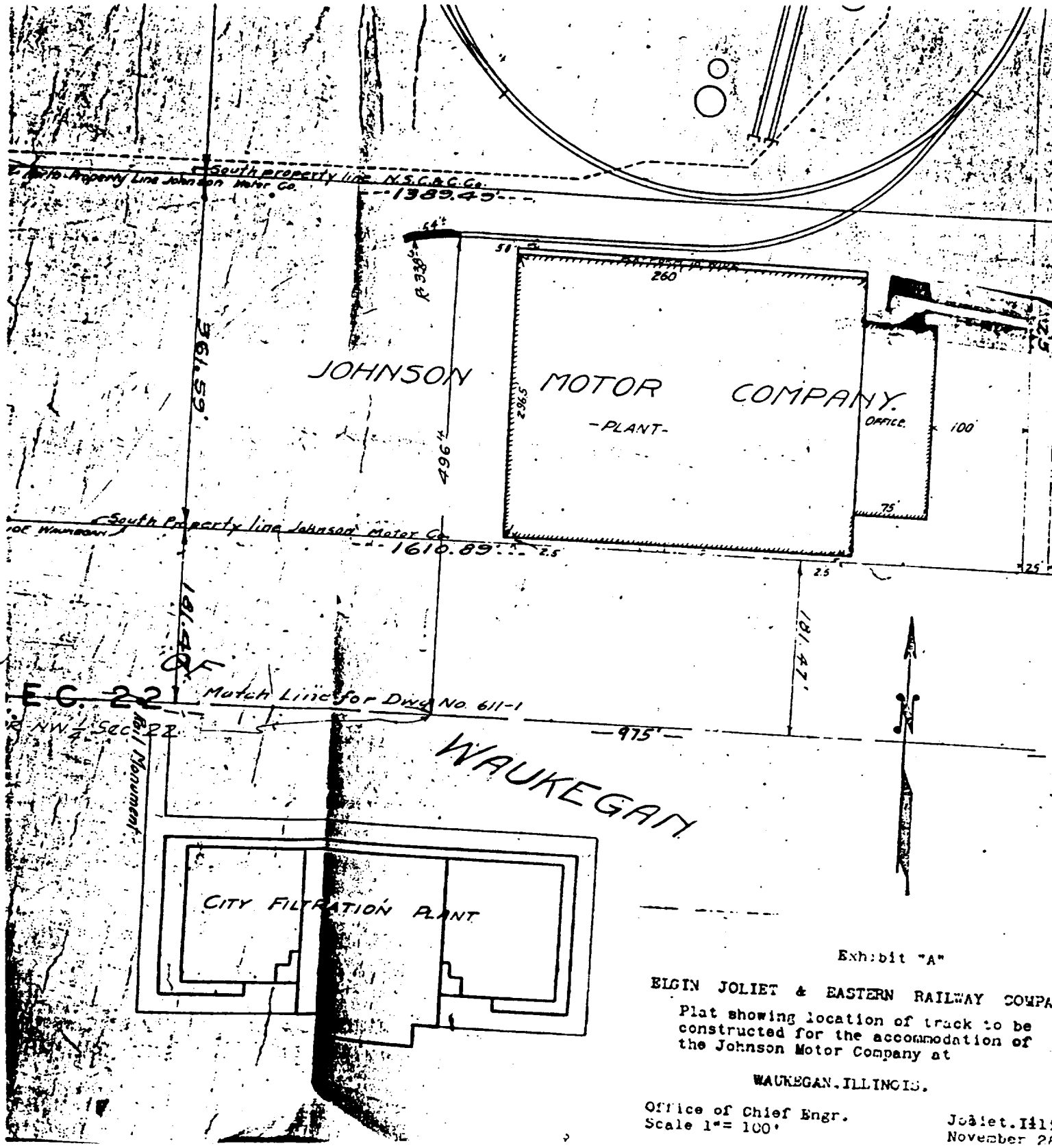


Exhibit "A"

ELGIN JOLIET & EASTERN RAILWAY COMPA

Plat showing location of track to be constructed for the accommodation of the Johnson Motor Company at

WAUKEGAN, ILLINOIS.

Office of Chief Engr.
Scale 1" = 100'

Joliet, Ill
November 2

THIS AGREEMENT, Made and entered into this 1st day of February, 1944, by and between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter referred to as the "Railway"), party of the first part, and OUTBOARD, MARINE & MANUFACTURING COMPANY (JOHNSON MOTOR DIVISION), a corporation (hereinafter referred to as "Industry"), party of the second part,

W I T N E S S E T H, THAT:

WHEREAS, the Industry is engaged in the operation of a manufacturing plant in the City of Waukegan, Illinois; and

WHEREAS, the Railway, at the instance of the Industry in 1939 constructed one hundred twenty and five-tenths (120.5) lineal feet of standard gauge railway track upon the property of the Industry as an extension of the railway track then existing upon said property, and at the time of and in connection with the construction of said 120.5 lineal feet of track the Industry deposited with the Railway the sum of Four Hundred Fifty-one Dollars and Twenty-five Cents ($451.25) representing the estimated cost of constructing said track except the necessary grading therefor; and

WHEREAS, the Industry desires the Railway to construct an additional two hundred seventy-five and five-tenths (275.5) feet of standard gauge railway track upon the Industry's property, as an extension of the track heretofore referred to, all for the purpose of furnishing transportation service to the manu-

facturing plant of the Industry;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

FIRST: The Railway hereby agrees to construct two hundred seventy-five and five-tenths (275.5) lineal feet, more or less, of standard gauge railway track over and across the property of the Industry, to be connected with the one hundred twenty and five-tenths (120.5) lineal feet of track heretofore constructed on the Industry's property as aforesaid, the track to be constructed together with the track heretofore constructed making in all three hundred ninety-six (396.0) lineal feet of track. The track constructed and to be constructed is to be located in the Northwest Quarter (NW 1/4) of Section Twenty-two (22), Township Forty-five (45) North, Range Twelve (12) East of the Third Principal Meridian, in the City of Waukegan, Lake County, Illinois, and the location of the center line of said track is more particularly described as follows:

> Commencing at the center of said Section Twenty-two (22); thence west along the east and west center line of Section Twenty-two (22) eight hundred seventy-four (874) feet more or less to a point; thence north at right angles to said Section Twenty-two (22) four hundred ninety-six (496) feet more or less to the point of beginning, which point of beginning is indicated by the letter "A"; thence west three hundred ninety-six (396) feet more or less to a point which point is indicated by the letter "B."

The location of said two portions of track is shown in red on

the plat hereto attached, marked Exhibit "A" and made a pa
hereof.

SECOND: The Railway acknowledges the receipt fr
Industry of the sum of One Thousand Three Hundred Fifty-one
Dollars and Twenty-five Cents ($1,351.25), representing the
amount of the estimated cost of constructing both portions
aforesaid three hundred ninety-six (396.0) lineal feet of s
track, except the necessary grading therefor. If, upon the
completion of said track, it shall be found that the actual
thereof is greater than said estimated cost, the Industry s
pay to the Railway the amount in excess of such estimated c
If, on the other hand, the actual cost shall be less than t
estimated cost, the Railway shall immediately refund to the
Industry the difference between said estimated and actual c

THIRD: The Industry agrees to do the necessary gr
for all of said track at its own cost and expense, or to pay
the Railway the cost and expense of such grading in the even
that the work thereof shall be performed by the Railway. Th
cost and expense of said grading, for the purposes of this a
ment, shall not be considered as a part of the cost of const
ing said track, and shall not be refunded by the Railway to
Industry in any manner.

FOURTH: It is understood and agreed that the title
to all of the aforesaid track shall vest and remain in

the Railway at all times. The Railway, however, will reimburse the Industry for the entire cost paid by the Industry of constructing the track herein referred to, including the cost of the rails, ties and other material entering into the construction thereof but not including the cost of any grading; said reimbursement to be made in the following manner: At the expiration of every three (3) months after the said track is open for traffic, the Industry shall present to the Railway a bill for a portion of the cost of constructing said track measured by the number of loaded cars at the rate of One Dollar ($1.00) a car, shipped over the road of the Railway by the Industry during said period to or from any plant or plants of the Industry situated along the line of or adjacent to said track, upon which the Railway shall receive payment for freight charges; provided, however, that the Industry shall not include in any of such bills a charge for any car containing less than ten thousand (10,000) pounds of freight, or charges for cars switched to or from any point or delivered to or received from any other transportation company at any point, upon which the Railway receives only payment for switching charges, and the Railway shall pay such bills forthwith until the actual and entire cost of constructing said track, and the cost of the rails, ties and other material entering into the construction thereof, required by the terms hereof to be refunded to the Industry, shall be paid in full; provided, further, that the Railway shall not be required to reimburse the Industry under the provisions of this Section FOURTH, for any portion of the cost paid by the Industry of constructing any of

the track herein referred to until reimbursement of the entire cost of constructing a prior track on the property of the Industry under the provisions of that certain contract between the Railway and Johnson Motor Company dated November 2, 1927, shall have been completed by the Railway.

FIFTH: It is understood and agreed that the Railway shall have the right at all times to use all of the track in th agreement referred to for railway purposes, and the right at al times to run its trains, engines and cars over and upon said track for the purpose of receiving or delivering freight from o to the Industry, or to any other person, firm or corporation which the Industry shall designate or permit, and that no other railway company shall be permitted to use said track or any part thereof without the consent of the Railway.

SIXTH: Industry covenants and agrees that it will neither erect or place nor permit to be erected, placed or maintained in the vicinity of the track constructed and to be constructed under the terms of this agreement any building, overhead wire or obstruction of any kind which does not comply fully at all times with the laws of the State of Illinois and the rule of the Interstate Commerce Commission prescribing minimum clearances applicable to tracks, structures, fixtures and other appurtenances of railroads and regulating overhead line construction, or that in any way will imperil the safety of the trains, engines or cars of the Railway upon said track, or the safety of persons or property in, upon or about such engines, cars or

track.

SEVENTH: The Railway agrees to keep and maintain said track in good order, condition and repair during the life of this agreement. The Industry agrees to pay to the Railway immediately upon the receipt of bills therefor the cost of maintaining and repairing said track; provided, however, that no such payment shall vest in the Industry any title to said track, and the Railway shall reimburse the Industry for the actual cost of maintaining and repairing said track, such reimbursement to be made in the manner in Paragraph FOURTH hereof provided. Such reimbursement, however, shall not commence until after the Railway has reimbursed the Industry for the cost of constructing said track as in said Paragraph FOURTH hereof provided.

EIGHTH: It is understood and agreed that the liability of the respective parties hereto for loss of or damage to the property of, injury to, or death of any person or persons upon or adjacent to said track, arising out of the construction, maintenance, operation or repair thereof shall be fixed and determined as follows:

(a) The Industry shall be liable for all loss or damage occasioned by fire, however caused, except for loss of or damage to railway cars and equipment, occasioned by fire, caused by the sole negligence of the Railway, for which the Railway shall be liable;

(b) The Industry shall be liable for all other loss, damage, or injury to persons or property, except such of said loss, damage or injury as may be caused by the sole negligence of the Railway, for which the Railway shall be liable;

(c) Each party hereto covenants and agrees to dis-

charge all of its liabilities determined as aforesaid, and to indemnify and save harmless the other party from any payment, claim, action or judgment, based upon such liability, including all costs, attorney's fees and any other expenses.

NINTH: It is understood and agreed that said track shall not be or become a part of the real estate upon which said track is constructed and that said track and the rails, ties and other material entering into the construction thereof shall be and remain the personal property of the Railway at all times. This agreement is made upon condition that, and the Industry expressly covenants and agrees that, it will not attempt to mortgage or encumber said track in any manner. If the Industry shall be adjudged bankrupt or shall become insolvent, or a receiver shall be appointed for its property, or an assignment shall be made by the Industry for the benefit of its creditors, or proceedings shall be instituted to foreclose any mortgage on the premises where said track is located, the Railway shall have the right, at any time thereafter and without notice to any one, to enter upon said premises and to take up and remove said track and the rails, ties and other material entering into the construction thereof.

TENTH: This agreement may be terminated at any time by either party hereto by sending or giving to the other party a notice in writing that on a certain date this agreement shall terminate. Said notice shall be sent or given not less than thirty (30) days prior to the date specified in said notice as the date of termination. Said notice may be sent or given by

United States mail, postage prepaid, registered and addressed to the Railway at its office in Chicago, Illinois, or to the Industry at its office in Waukegan, Illinois, as the case may be. If this agreement is terminated by the Railway before the Railway has refunded to the Industry the cost and expense of constructing said track as stipulated in Paragraph FOURTH hereof, the Railway shall pay to the Industry, upon demand, the amount unrefunded.

ELEVENTH: Upon the termination of this agreement in any way, the Railway shall have the right to take up and remove said track, and the rails, ties and other material entering into the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate originals by their respective Presidents or Vice-Presidents, and their corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

O.K. 2-10-77

FORM APPROVED
General Attorney

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By _____ President

ATTEST: _____ Secretary

OUTBOARD, MARINE & MANUFACTURING COMPANY (JOHNSON MOTOR DIVISION)

By _____ Vice-President

ATTEST: _____ Secretary

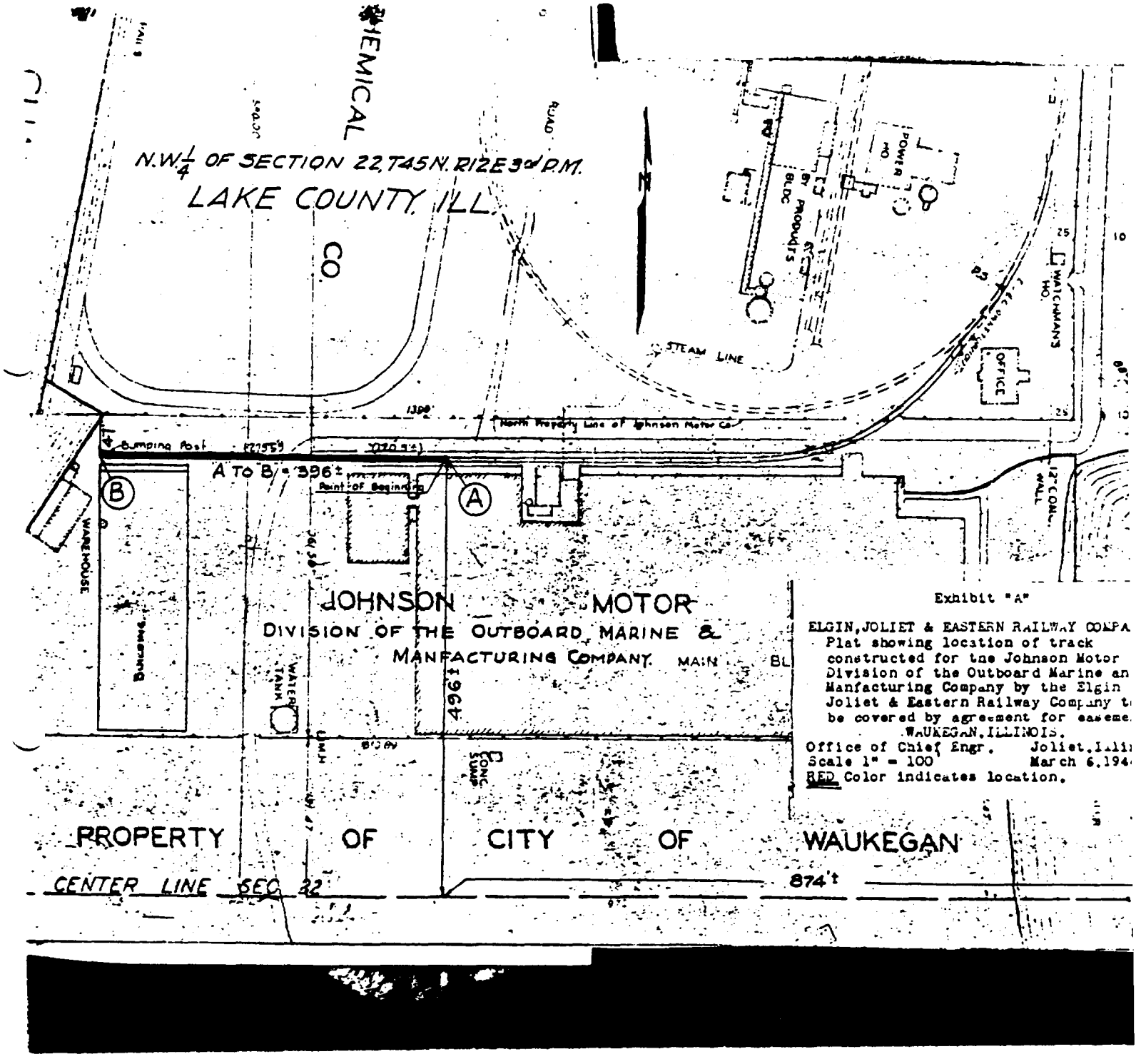


Exhibit "A"

ELGIN, JOLIET & EASTERN RAILWAY COMPA
Plat showing location of track constructed for the Johnson Motor Division of the Outboard Marine an Manfacturing Company by the Elgin Joliet & Eastern Railway Company t be covered by agreement for easeme.
WAUKEGAN, ILLINOIS.
Office of Chief Engr. Joliet, Illi
Scale 1" = 100' March 6, 194
RED Color indicates location.

PERMIT TO ENTER RAILWAY LANDS

Temporary 3

Mr. A. C. Johnson, Chief Engineer
Elgin, Joliet & Eastern Railway Company
1141 Maple Road
Joliet, Illinois

Dear Sir:

It is our desire to go upon Elgin, Joliet and Eastern Railway Company property only on its right of way in the City of Waukegan, Ill., to excavate a portion of the 50-ft. strip, place footings where possible consistent with safety, all of which is property that will be conveyed when certain changes now in negotiation are finalized. All of which is shown in yellow on print attached. It is understood we will in no way undermine the railway's track structure.

It is understood that the railway company will not be liable in any way for loss or damage to the property of, injury or death of any person or persons in, upon or about said premises at any time during the period the above mentioned forces are on railway company property making necessary excavation and placement of footings.

We agree to and hereby do release the railway company from all liability to us therefor. We shall indemnify, save harmless and defend the railway company from and against any and all suits, actions, legal procedures, claims, demands, damages, costs, expenses and attorneys' fees in any way caused by, arising from, incident to, connected with or growing out of the occupancy or use of the premises in connection with the above mentioned work.

We will arrange our work so that we will not interfere with the operation of the railway company's trains.

We will limit our operations only to within 10 ft. from the center line of any railway company track.

It is understood that we will limit ourselves to the use of the right of way necessary to complete the above mentioned work and in no respect will we exceed the limits as stated in paragraph one above.

It is understood that if the railway company is put to any expense in connection with our being on the property, such as flagging, etc., which the railway company deems necessary, we will pay those charges incurred on presentation of bill to cover.

It is understood we will give the railway company twenty-four (24) hours' notice in advance of the time we propose to go on the property.

It is understood that this agreement automatically terminates when property outlined in yellow is transferred to Outboard Marine Corp.

Evidence of insurance to cover our men operating on your property as above requested named for the EJ&E Railway Company will be furnished in amounts and conditions staisfactory to the Chief Engineer before our operations are started on railway company property.

It is understood we will leave the premises in a satisfactory condition meeting with the approval of the Chief Engineer of the Elgin, Joliet and Eastern Railway Company. Any expenses incurred by the railway company in satisfactorily restoring the property to a condition that it was prior to our entry will be billed to us and we will immediately pay for.

Signature Eu Krueger

Title Vice President

Company Outboard Marine Corporation

Address Waukegan, Illinois

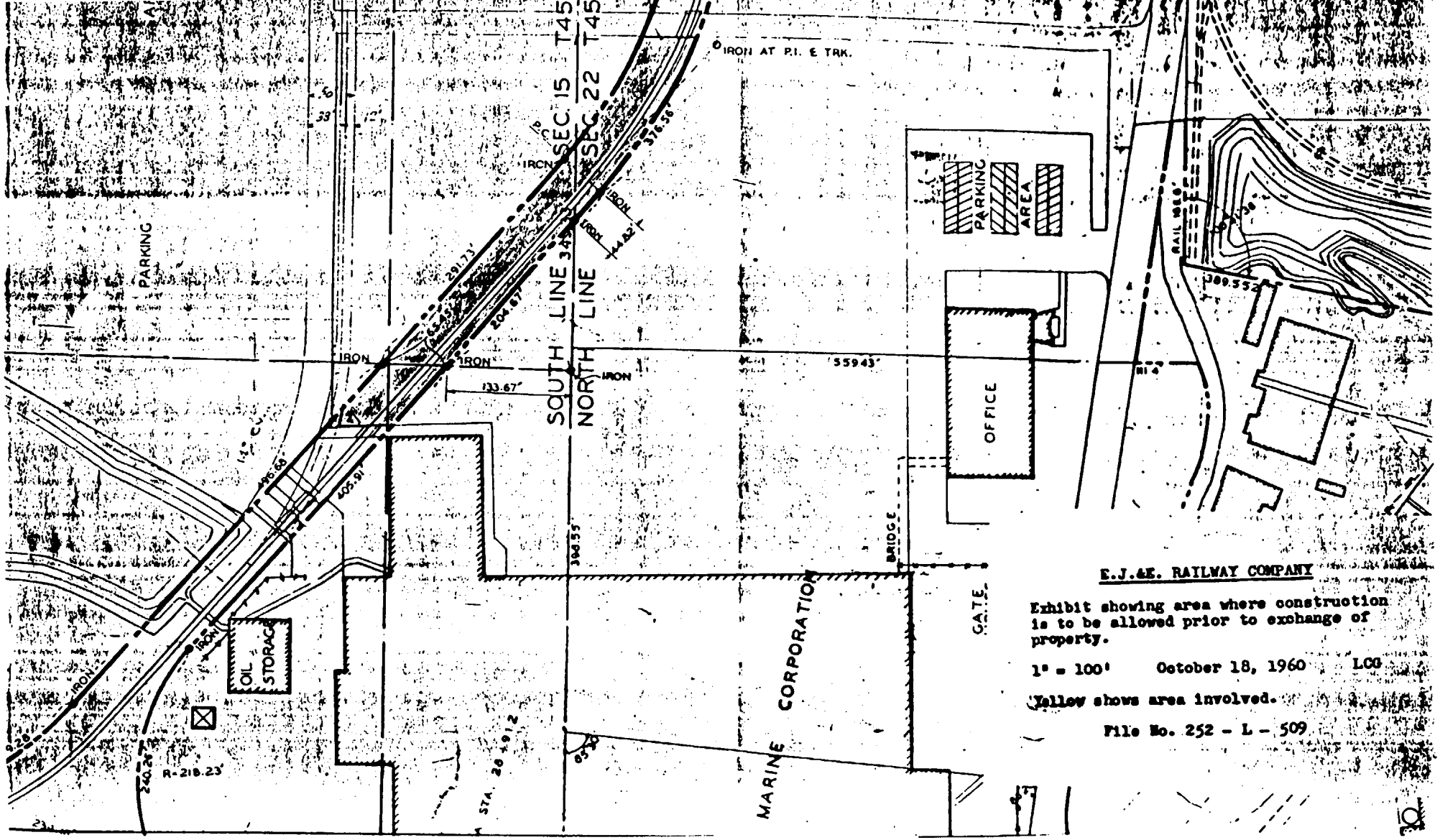
Date November 7, 1960

Subscribed and sworn to before me this 7th

day of November 1960.

E. Allene Moore

Notary Public



E.J.&E. RAILWAY COMPANY

Exhibit showing area where construction is to be allowed prior to exchange of property.

1" = 100' October 18, 1960 LCG

Yellow shows area involved.

File No. 252 - L - 509

THIS AGREEMENT made and entered into this 1st day of November, 1927, by and between NORTH SHORE COKE AND CHEMICAL COMPANY, a corporation, (hereinafter called the "Grantor"), party of the first part, and ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation, (hereinafter called the "Railway"), party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00) in hand paid by the Railway to the Grantor and other good and valuable consideration, the receipt whereof is hereby acknowledged and of the mutual covenants and agreements hereinafter set forth the parties hereto do covenant and agree as follows, to-wit:

FIRST: The Grantor hereby grants to the Railway the right to install, maintain and operate one hundred seventy-one (171) lineal feet, more or less, of standard gauge railway tracks upon, over and across the property of the Grantor, in the City of Waukegan, Lake County, Illinois, in the location more particularly described as follows:

Beginning at a point of switch in the track of the Grantor twenty-four hundred two (2402) feet, more or less east and six hundred seventy-seven (677) feet, more or less, North of the southwest corner of the Northwest quarter (1/4) 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 southwesterly through a number seven turnout, sixty-three (63) feet, more or less to a point; thence continuing southwesterly on a curve to the right and having a radius of two hundred eighty seven and nine tenths (287.9) feet more or less one hundred eight (108) feet more or less to a point on the south line of property of said Grantor.

The location of said tracks is shown in red on plat hereto attached marked Exhibit "A" and made a part hereof.

SECOND: It is understood and agreed that said tracks shall be under the control, management and supervision of the Railway at all times and that the Railway shall have the right, at all times, to run its trains, engines and cars over and upon said tracks whenever necessary, and to use said tracks for all proper railway purposes.

THIRD: It is mutually understood and agreed that the right to maintain and operate said tracks as herein provided for, shall be and continue in full force and effect until the Railway shall have failed for a continuous period of one year to use said tracks, at the end of which period the Grantor may terminate said right by giving to the Railway thirty (30) days' notice in writing of the election of the Grantor so to do.

FOURTH: The Grantor covenants and agrees that it will neither erect or place, nor permit to be erected or placed, upon its said premises any building or other obstruction that in any way will imperil the safety of the trains, engines or cars of the Railway upon said tracks, or the safety of persons or property in, upon or about such trains, engines, cars or tracks, and that the shortest horizontal distance or side clearance from any such buildings or obstructions to the center line of the track nearest the same shall be:

(a) Not less than five (5) feet, six (6) inches and not more than five (5) feet, nine (9) inches from any loading or unloading dock, walls of depressed track or wheelbarrow platforms, to the center line of track.

(b) Not less than eight (8) feet from any build-

ing or other structure of any kind to the center line of track.

(c) Not less than nine (9) feet from any building material, supplies or obstruction of any kind to the center line of any main track, and not less than eight (8) feet, six (6) inches from the center line of all other tracks.

That the shortest vertical distance or overhead clearance from any such building or other obstruction to the top of the rails in the track nearest the same shall be:

(a) Not less than twenty-one (21) feet, six (6) inches from any structure to the top of the rails.

(b) Not less than twenty-five (25) feet from any wire to the top of the rails.

(c) Not less than thirty-five (35) feet from any transmission power wire carrying seven hundred (700) volts or over, to the top of the rails.

That where a track is on a curve, allowance shall be made for the curve in the track so as to maintain for all uses of the track a clearance equivalent to the above required clearance for a straight line track.

FIFTH: It is understood and agreed that the title to said tracks and to the rails, ties and other material used in the construction thereof shall vest and remain, at all times, in the Railway, and in case of the termination of the right to maintain and operate such tracks in any way the Railway shall have the right to take up and remove the same, and the rails, ties and other material entering into the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice-Presidents and their corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

NORTH SHORE COKE AND CHEMICAL COMPANY,

O.K. as to Form

E. L. Willard
(General Counsel)

By W. A. Bach
PRESIDENT.

ATTEST:

G. L. Aiken
asst SECRETARY.

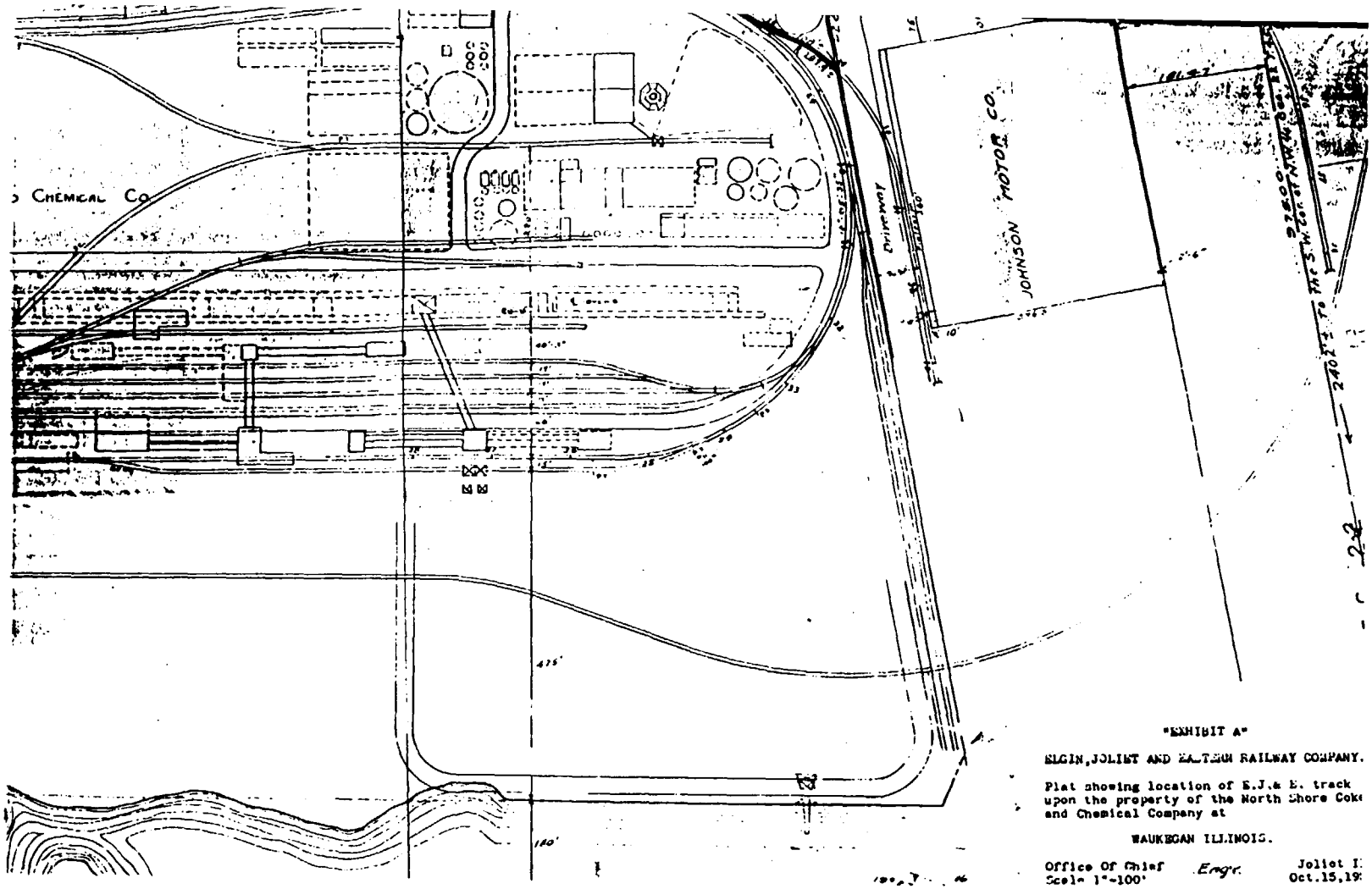
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY,

By [signature]

ATTEST:

[signature]
SECRETARY.

FORM APPROVED
Knapp & Campbell
H. J. Allen
Nov 1 1927



"EXHIBIT A"

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY.

Plat showing location of E.J.& E. track upon the property of the North Shore Coke and Chemical Company at

WAUKEGAN ILLINOIS.

Office Of Chief Engr. Joliet I
Scale 1"=100' Oct.15,19

THIS AGREEMENT made and entered into this 20TH day of May, 1943 by and between NORTH SHORE GAS COMPANY, a corporation (hereinafter called the "Gas Company"), and ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, a corporation (hereinafter called the "Railway"),

W I T N E S S E T H:

WHEREAS, the Railway and NORTH SHORE COKE AND CHEMICAL COMPANY (hereinafter called "Chemical Company") entered into an agreement dated November 1, 1927 providing, among other things, for the installation, maintenance and operation of railroad tracks by the Railway upon real property of the Chemical Company in the City of Waukegan, Lake County, Illinois, and

WHEREAS, on or about DECEMBER 23-1941 the Chemical Company conveyed to the Gas Company the real property described in said agreement and assigned to the Gas Company all of its rights under said agreement and the Gas Company undertook to perform all of the obligations of the Chemical Company under said agreement;

NOW, THEREFORE, the parties hereto mutually agree that the aforesaid agreement and all the terms and provisions thereof are in full force and effect as between the Gas Company, as the assignee of the Chemical Company, and the Railway and the parties hereto agree to be bound by and to perform the provisions of said agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective Presidents or Vice Presidents and their corporate seals to be hereunto affixed, attested by their respective Secretaries or Assistant Secretaries the day and year first above written.

NORTH SHORE GAS COMPANY

By _____
President

ATTEST:

_____
Secretary

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By _____
President

ATTEST:

_____
Secretary

Mr. S. H. Shepley, Chief Engineer
Elgin, Joliet and Eastern Railway Company
1141 Maple Road
Joliet, Illinois

Dear Sir:

It is our desire to have the Elgin, Joliet and Eastern Railway Company construct, reconstruct, repair or maintain for us track or tracks at the location and as shown on print attached.

We will pay to or reimburse the Railway Company for, promptly upon receipt of bills or invoices therefor, all costs and expenses incurred by the Railway Company in connection with the performance of the aforementioned work, together with the Railway Company's usual additives.

We agree that the Railway Company shall not be liable in any way for loss of or damage to property or injury to or death of persons suffered or incurred in connection with the performance of said work and we agree to and do hereby release the Railway Company from all such liability and further agree to make good to the Railway Company all loss or damage suffered or incurred by it in connection with the foregoing. We shall indemnify, save harmless and defend the Railway Company from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the performance of said work or the Railway Company's occupancy or use of the premises in connection with such performance.

If a purchase order shall be issued to the Railway Company for the above mentioned work, all provisions contained or referred to therein which are in any way inconsistent with the provisions of this agreement shall be void and of no effect.

This agreement shall terminate automatically upon the completion of the work referred to in the first paragraph hereof, may be terminated for default of a party by a written notice sent or given by the other party at any time after such default, and may be terminated by either party, without default or other cause, by sending or giving to the other party ten days advance written notice of such termination. Any such notice of termination shall be deemed to have been sent or given when deposited in the United States mails, postage prepaid, and addressed to the party to be notified at its last address known to the other party.

Termination of this agreement shall not impair any rights or obligations of the parties hereto which shall have accrued or shall have been incurred prior to such termination, and the provisions of the third paragraph hereof shall survive any such termination.

If the foregoing is acceptable to you, please indicate your acceptance in the space provided below on the original and copy of this letter and return the copy to us.

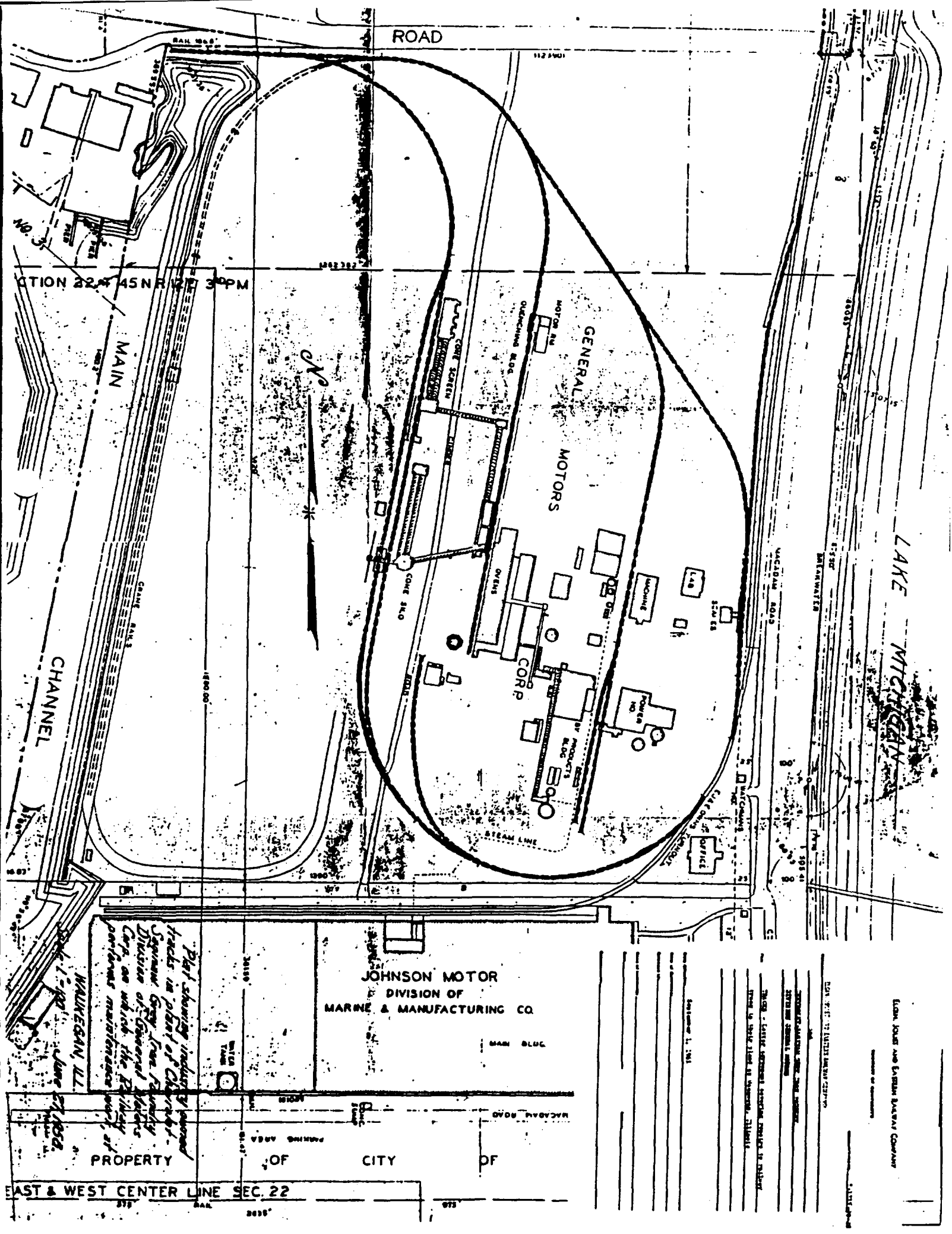
CHEVROLET-SAGINAW GREY IRON FOUNDRY
WAUKEGAN PLANT (COMPANY)

By: S. F. Graves (NAME)
S. F. Graves (Title)
Superintendent of Production

Accepted this 26 day of
June, 1956.

Elgin, Joliet and Eastern
Railway Company

By: [illegible]
(Title)


ROAD
CTION 22 T 45 N R 12 E 3rd PM
MAIN
CHANNEL
GENERAL
MOTORS
CORP
LAKE MICHIGAN
JOHNSON MOTOR
DIVISION OF
MARINE & MANUFACTURING CO.
PROPERTY OF CITY OF
EAST & WEST CENTER LINE SEC. 22
WAUKEGAN, ILL.
Plat showing industry owned tracks in plant of Chevrolet-Saginaw Grey Iron Foundry Division of General Motors Corp. on which the Railway performs maintenance work, at
Scale 1"=100'
June 27, 1958.
ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

Mr. A. C. Johnson, Chief Engineer
Elgin, Joliet and Eastern Railway Company
1141 Maple Road
Joliet, Illinois

Dear Sir:

It is our desire to have the Elgin, Joliet and Eastern Railway Company construct, reconstruct, repair or maintain for us track or tracks at the location and as shown on print attached; as provided in purchase order W-04303 which is subject to the terms of this agreement.

We will pay to or reimburse the Railway Company for, promptly upon receipt of bills or invoices therefor, all costs and expenses incurred by the Railway Company in connection with the performance of the aforementioned work, together with the Railway Company's usual additives.

We agree that the Railway Company shall not be liable in any way for loss of or damage to property or injury to or death of persons suffered or incurred in connection with the performance of said work and we agree to and do hereby release the Railway Company from all such liability and further agree to make good to the Railway Company all loss or damage suffered or incurred by it in connection with the foregoing. We shall indemnify, save harmless and defend the Railway Company from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the performance of said work or the Railway Company's occupancy or use of the premises in connection with such performance.

If a purchase order shall be issued to the Railway Company for the above mentioned work, all provisions contained or referred to therein which are in any way inconsistent with the provisions of this agreement shall be void and of no effect.

This agreement shall terminate automatically upon the completion of the work referred to in the first paragraph hereof, may be terminated for default of a party by a written notice sent or given by the other party at any time after such default, and may be terminated by either party, without default or other cause, by sending or giving to the other party ten days advance written notice of such termination. Any such notice of termination shall be deemed to have been sent or given when deposited in the United States mails, postage prepaid, and addressed to the party to be notified at its last address known to the other party.

Termination of this agreement shall not impair any rights or obligations of the parties hereto which shall have accrued or shall have been incurred prior to such termination, and the provisions of the third paragraph hereof shall survive any such termination.

If the foregoing is acceptable to you, please indicate your acceptance in the space provided below on the original and copy of this letter and return the copy to us.

CHEVROLET - SAGINAW GREY IRON FDRY.
DIV. GENERAL MOTORS CORP.
WAUKEGAN PLANT. (COMPANY)

By: B.F. Grace - Supt of Prod. (NAME)
(Title)

Accepted this 29th day of

September, 19 59.

Elgin, Joliet and Eastern
Railway Company

By: A. C. Johnson
(Title)
Chief Engineer

Mr. A. C. Johnson, Chief Engineer
Elgin, Joliet and Eastern Railway Company
1141 Maple Road
Joliet, Illinois

Dear Sir:

It is our desire to have the Elgin, Joliet and Eastern Railway Company construct, reconstruct, repair or maintain for us track or tracks at the location as indicated on the Foundry's Order W 04764 which is contioned by terms of the letter agreement.
We will pay to or reimburse the Railway Company for, promptly upon receipt of bills or invoices therefor, all costs and expenses incurred by the Railway Company in connection with the performance of the aforementioned work, together with the Railway Company's usual additives.

We agree that the Railway Company shall not be liable in any way for loss of or damage to property or injury to or death of persons suffered or incurred in connection with the performance of said work and we agree to and do hereby release the Railway Company from all such liability and further agree to make good to the Railway Company all loss or damage suffered or incurred by it in connection with the foregoing. We shall indemnify, save harmless and defend the Railway Company from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the performance of said work or the Railway Company's occupancy or use of the premises in connection with such performance.

If a purchase order shall be issued to the Railway Company for the above mentioned work, all provisions contained or referred to therein which are in any way inconsistent with the provisions of this agreement shall be void and of no effect.

This agreement shall terminate automatically upon the completion of the work referred to in the first paragraph hereof, may be terminated for default of a party by a written notice sent or given by the other party at any time after such default, and may be terminated by either party, without default or other cause, by sending or giving to the other party ten days advance written notice of such termination. Any such notice of termination shall be deemed to have been sent or given when deposited in the United States mails, postage prepaid, and addressed to the party to be notified at its last address known to the other party.

Termination of this agreement shall not impair any rights or obligations of the parties hereto which shall have accrued or shall have been incurred prior to such termination, and the provisions of the third paragraph hereof shall survive any such termination.

If the foregoing is acceptable to you, please indicate your acceptance in the space provided below on the original and copy of this letter and return the copy to us.

CHEVROLET-SAGINAW GREY IRON FOUNDRY
WAUKEGAN PLANT
(COMPANY)

By: S. F. Graves
S. F. GRAVES (Title) (NAME)
SUPERINTENDENT OF PRODUCTION

Accepted this 22nd day of August, 1960.

Elgin, Joliet and Eastern
Railway Company

By: R. C. Johnson
(Title)

Mr. A. C. Johnson, Chief Engineer
Elgin, Joliet and Eastern Railway Company
1141 Maple Road
Joliet, Illinois

Dear Sir:

It is our desire to have the Elgin, Joliet and Eastern Railway Company construct, reconstruct, repair or maintain for us track or tracks ~~at the~~ as indicated ~~location and as shown on print attached~~ in our purchase order W-05303 dated August 23, 1961, and which is subject to all terms and conditions of this letter agreement.

We will pay to or reimburse the Railway Company for, promptly upon receipt of bills or invoices therefor, all costs and expenses incurred by the Railway Company in connection with the performance of the aforementioned work, together with the Railway Company's usual additives.

We agree that the Railway Company shall not be liable in any way for loss of or damage to property or injury to or death of persons suffered or incurred in connection with the performance of said work and we agree to and do hereby release the Railway Company from all such liability and further agree to make good to the Railway Company all loss or damage suffered or incurred by it in connection with the foregoing. We shall indemnify, save harmless and defend the Railway Company from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the performance of said work or the Railway Company's occupancy or use of the premises in connection with such performance.

If a purchase order shall be issued to the Railway Company for the above mentioned work, all provisions contained or referred to therein which are in any way inconsistent with the provisions of this agreement shall be void and of no effect.

This agreement shall terminate automatically upon the completion of the work referred to in the first paragraph hereof, may be terminated for default of a party by a written notice sent or given by the other party at any time after such default, and may be terminated by either party, without default or other cause, by sending or giving to the other party ten days advance written notice of such termination. Any such notice of termination shall be deemed to have been sent or given when deposited in the United States mails, postage prepaid, and addressed to the party to be notified at its last address known to the other party.

Termination of this agreement shall not impair any rights or obligations of the parties hereto which shall have accrued or shall have been incurred prior to such termination, and the provisions of the third paragraph hereof shall survive any such termination.

If the foregoing is acceptable to you, please indicate your acceptance in the space provided below on the original and copy of this letter and return the copy to us.

Chevrolet Engine Div. G.M.C. (COMPANY)

By: D. F. Graves (NAME)

(Title) Supt. of Prod.

Accepted this 1ST. day of September, 1961.

Elgin, Joliet and Eastern
Railway Company

By: A. C. Johnson

(Title) Chief Engr.

THIS INDENTURE, Made this 15th day of October, A. D. 1956, between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, an Illinois and an Indiana corporation, hereinafter designated the "Railway", and NATIONAL GYPSUM COMPANY, a Delaware corporation, hereinafter designated the "Lessee",

W I T N E S S E T H:

THAT the Railway, in consideration of the payments, covenants and agreements of the Lessee, hereinafter set forth, hereby leases to Lessee, for a term of SEVENTY YEARS from the first day of November, 1956, unless sooner terminated as hereinafter provided, the premises (including all buildings and structures located thereon) situated in Waukegan, in the County of Lake and State of Illinois and containing 28.95 acres, more or less, and approximately as outlined in red on the plat hereto attached, marked Exhibit "A" and made a part hereof.

It is understood and agreed that a complete and mutually satisfactory description by metes and bounds of the premises hereby leased will be delivered to Lessee promptly upon completion of the survey hereinafter referred to in Paragraph 2 of Section EIGHTH and that upon approval of said description by Lessee the same shall be made a part hereof by proper amendment of this lease and thereafter shall be for all purposes the description of the premises hereby leased and shall have the same force and effect as if set forth herein. It is further understood and agreed that neither this lease nor a short form thereof shall be recorded unless and until said description shall have been made a part of this lease as hereinabove provided.

I. In consideration of this lease the Lessee covenants and agrees with the Railway as follows, to wit:

RENTAL

FIRST: That the Lessee shall pay to the Railway as rent for said premises annually, in advance, the following sums:

Nine Thousand Eight Hundred Ninety Dollars ($9,890.00) on the first day of November, 1956, and on the corresponding day of each year thereafter to and including 1965; and thereafter in lieu of said sum,

Fourteen Thousand Eight Hundred Thirty-five Dollars ($14,835.00) on the first day of November, 1966 and on the corresponding day of each year thereafter to and including 1975; and thereafter in lieu of said sum last stated,

Twenty-one Thousand Seven Hundred Fifty-eight Dollars ($21,758.00) on the first day of November, 1976 and on the corresponding day of each year thereafter to and including 1985; and thereafter in lieu of said sum last stated,

Twenty-four Thousand Seven Hundred Twenty-five Dollars ($24,725.00) on the first day of November, 1986 and on the corresponding day of each year thereafter to and including 1995; and thereafter in lieu of said sum last stated,

Twenty-nine Thousand Six Hundred Seventy Dollars ($29,670.00) on the first day of November, 1996 and on the corresponding day of each year thereafter to and including 2025.

SECOND: That Lessee shall use said premises for the construction and operation of an industrial plant for the processing and storage of raw rock and other raw materials, and for the manufacture and distribution of such gypsum and other products as may be processed, manufactured or handled by Lessee from time to time in the conduct of its business and for all uses incidental thereto, but for no other purpose.

TAXES

THIRD: 1. That Lessee shall pay, before delinquency, all taxes that may be levied, charged or assessed upon said premises

during the existence of this lease including any and all such taxes upon any and all improvements and personal property, leased, owned or erected by Lessee upon said land. If Lessee shall fail to pay such taxes when due, such failure shall constitute a default as more particularly provided under Section SEVENTEENTH hereof. The Railway shall have the right, but shall not be obligated, to pay said delinquent taxes of Lessee. Any amounts so paid by the Railway are hereby declared to be so much additional rent under this lease and shall be due and payable immediately.

2. General taxes for the year in which this lease is executed and for the year in which it terminates, whether by expiration or otherwise, shall be prorated from January 1st and if the amount of such taxes is not then ascertainable the prorating shall be on the basis of the most recent ascertainable taxes.

3. That nothing in this lease shall require Lessee to pay any franchise, succession, capital levy, or transfer tax of the Railway, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the rent payable by Lessee under this lease, except to the extent hereinabove provided in Paragraph 1 of this Section THIRD.

4. That Lessee shall at all times have the right to contest in good faith in any proper proceedings and, if necessary, in the name of the Railway after first giving notice in writing to the Railway, within a reasonable period of time, of intention to so contest the payment or satisfaction of any such taxes hereinabove agreed to be paid by Lessee if the validity thereof, or the right to assess or levy the same against or collect the same from said premises, the improvements hereafter erected thereon, or the estate of Lessee, or the amount thereof be disputed by the Lessee, but

Lessee shall, in any and all such proceedings defend, indemnify, protect and save harmless the Railway from any and all cost, expense, interest, penalty, loss or damage arising out of or resulting therefrom, or from the failure of Lessee to make any such payments provided the Railway shall have the right in any contest to be represented at its own cost by counsel of its own selection with whom Lessee's counsel shall advise and cooperate concerning any contest.

ASSIGNMENT

FOURTH: That Lessee may assign this lease, or may sublet said premises in whole or in part, but except as provided hereinafter, no assignment or subletting shall in any manner operate to release the Lessee from any liability which may have arisen or which may thereafter arise from any failure to keep or perform fully all of the terms, conditions, covenants or agreements herein provided to be kept and performed by the Lessee. If upon written request of Lessee the Railway shall consent in writing to any such assignment or subletting, which consent shall be on terms and conditions satisfactory to the Railway, including financial ability of any assignee or sublessee to keep and perform fully all terms, conditions, covenants or agreements of Lessee, but which the Railway agrees not to withhold unreasonably, Lessee shall be released and discharged from any liability to the Railway under this lease which may accrue after the date of such consent by the Railway provided that such consent shall not be effective to release or discharge Lessee from any liability arising out of or resulting from any failure of Lessee prior to date of consent to keep or perform fully any or all of the terms, conditions, covenants or agreements of this lease. Lessee shall furnish promptly to the

Railway an executed copy of any document of assignment of this lease or of subletting.

SURRENDER UPON TERMINATION

FIFTH: That promptly on the termination of this lease in any way Lessee shall surrender to the Railway possession of said premises, together with all the improvements constructed thereon, in good order, condition and repair, provided, however, that prior to such surrender the Lessee may remove any and all of the property owned or erected by the Lessee upon said premises which can be removed by the Lessee without material damage to said premises.

TRACK CLEARANCES

SIXTH: 1. That the Lessee shall neither erect nor place, nor permit to be erected or placed upon said premises, any building, structure, material or deposit of any kind, which in any way will imperil the safety of the trains, engines or cars of the Railway upon such railroad tracks as are now or may hereafter be located upon said premises, or upon adjoining lands of the Railway, or the safety of persons or property in, upon or about such trains, engines, cars or tracks.

2. That all clearances between tracks and between tracks and structures or buildings shall at all times be as prescribed by the laws of the State of Illinois and by the rules, regulations and orders of the Illinois Commerce Commission or of any other public authority having jurisdiction thereof, including particularly General Order Number 22 of the Illinois Commerce Commission, as amended, and to the entire satisfaction of the Chief Engineer of the Railway.

II. It is mutually agreed between the parties hereto as follows:

QUIET ENJOYMENT

SEVENTH: That conditioned upon Lessee's keeping and performing all of the terms, conditions, covenants and agreements herein provided to be kept and performed by Lessee, the Railway hereby warrants to Lessee the peaceable possession and enjoyment of said premises subject however to any and all rights or claims of the Federal, State and municipal governments and agencies thereof, including specifically but not by way of limitation the United States Army Corps of Engineers and the Waukegan Port District, arising out of or in connection with the navigable waters, waterways, channels or slips, docks or watercourses adjacent to or upon said demised premises, and to the matters to which this lease is subject by the terms hereof and to the usual exceptions or conditions contained in Lessees' title policies issued by the Chicago Title and Trust Company, Lake County Division.

LESSEE'S TITLE POLICY AND SURVEY

EIGHTH: 1. That Railway represents that it has, prior to the date hereof, made application to Chicago Title and Trust Company, Lake County Division, for the issuance of its customary preliminary report on title to said premises and lands adjacent thereto owned by Railway and Railway agrees to transmit a copy of said preliminary report to Lessee within sixty (60) days from the date hereof. It is understood and agreed that the entire expense of said report now on order and the portion of the expense of any part of any subsequent report or reports (which shall be transmitted by Railway to Lessee within not more than sixty (60) days after application therefor

shall have been made by the Railway) deemed necessary to correct conditions appearing in Railway's title for the purpose of making such title acceptable to Lessee, as hereinafter provided, but not attributable to Lessee, will be paid by Railway; and it is further understood and agreed that Lessee will pay any and all expense necessary to correct conditions of Railway's title which may have been caused by Lessee either in connection with the recording of this lease (or a short form thereof) or otherwise, and Lessee will in addition pay all costs and expenses for the issuance of a Lessees' title policy in such form and amount, as it may direct Railway to order from said Title Company or may order itself.

2. That Railway hereby represents that it has ordered a survey of said demised premises to be made and prepared by the Chief Engineer of the Railway, at its own cost and expense, and that promptly upon completion and delivery thereof by said Chief Engineer it will transmit the same to Lessee and that such transmittal shall be made no later than the 31st day of December, 1956.

3. That if said preliminary report or reports on title hereinabove referred to in Paragraph 1 of this Section EIGHTH shall disclose any exceptions or conditions respecting the Railway's title to which this lease shall not be subject by the terms hereof and any exceptions or conditions other than those customarily contained in standard policies issued by said Title Company, Railway shall have a period of ninety (90) days from the date of said preliminary reports in which such exception or condition appears, or receipt of said survey hereinabove referred to in Paragraph 2 of this Section EIGHTH, whichever shall be the later, within which to cure said exception or condition. The Railway hereby agrees that

it will use all due diligence to cure any such exception or condition within said period. If the same shall not be cured within said period of time Lessee may terminate this lease as hereinafter provided in Section SIXTEENTH or may, at its election, upon giving written notice to Railway of such election, accept said report as it then exists and cause a Lessees' policy of said Title Company to be issued, as hereinabove provided in Paragraph 1 of this Section EIGHTH, showing Railway's title and Lessee's interest in said demised premises subject to such exception or condition.

4. Said preliminary report or reports on title furnished by Railway shall be conclusive evidence of good title as therein shown, subject only to the exceptions or conditions therein stated. It is understood and agreed that Lessee will accept as satisfactory to it for the purposes of this lease such a preliminary report on title, issued by said Title Company, as shall show Railway to have a good and marketable title to said demised premises subject only to the following exceptions or conditions:

a. This lease, or a recorded short form thereof.

b. Defects in Railway's title attributable to Lessee.

c. Special taxes or assessments for improvements not yet completed.

d. Installments not due at the date hereof of any special tax or assessment for improvements heretofore completed.

e. General taxes for the year 1956 and years subsequent.

And also, to any or all of the following except to the extent that any such exception or condition may impair Lessee's use of

said premises for the purposes described hereinabove in Section SECOND,

f. Building, building line, and use or occupancy restrictions, conditions and covenants of record.

g. Zoning and buildings laws or ordinances.

h. Roads,streets and highways and rights of the public, municipality or adjoining property owners respecting the same.

i. Existing easements.

j. Switch tracks, spur tracks and railroad rights of way and rights of way for drainage structures, if any.

k. Rights of the Federal, State and municipal governments and agencies thereof, including specifically but not by way of limitation the United States Army Corps of Engineers, and the Waukegan Port District and the public, arising out of or in connection with the navigable waters, waterways, channels or slips, docks or watercourses adjacent to or upon said demised premises.

l. The customary exceptions or conditions contained in Lessees' title policies issued by said Title Company.

RIGHTS OF WAY FOR UTILITIES

NINTH: The Railway will cooperate with and insofar as it has the legal right so to do will give, upon its customary terms and conditions, to public utilities, municipalities, or others, as the case may be, permission and authority to install upon other lands of the Railway adjacent to said demised premises and upon said demised premises, such equipment as may be necessary to provide Lessee with water, sanitary and public utility services, excluding common carrier by rail other than Railway.

CHANGES IN PREMISES

TENTH: 1. That subject to the terms and conditions of this lease the Railway, insofar as it has the legal right so to do, hereby gives Lessee permission and authority to fill that portion of said premises designated on Exhibit "A" as Slip No. 2, and shown in blue thereon, and to fill that portion of Slip No. 3, as so designated on Exhibit "A", lying within said demised premises and shown in green on Exhibit "A", provided that any and all necessary licenses, permits or authority so to do which may be required by the Waukegan Port District, the United States Army Corps of Engineers, or any other public authority having jurisdiction thereof, shall be obtained or secured by Lessee and at its own cost and expense and that the same shall be exhibited to the Chief Engineer of the Railway before any such work in connection with Slip No. 2 or Slip No. 3 shall be commenced.

2. That in connection with its improvement of said premises, Lessee shall have the right to demolish any existing buildings thereon.

3. That the Railway, insofar as it has the legal right so to do, hereby gives Lessee permission and authority, but in nowise obligates Lessee, to change or remove any existing bulkhead, pierhead, dock, deadman or anchor and to dredge to and maintain at harbor depth all lands under water as shown on Exhibit "A" and lying within the boundaries of said leased premises, as well as the lands under water leading to and adjoining such boundaries, including the United States Government Harbor, the Main Channel leading northerly therefrom, the southerly portion of Slip No. 1 and the northerly portion of Slip No. 3, all as shown

on Exhibit "A"; provided, however, that:

a. all such dredging and maintenance shall be done without cost or expense to the Railway;

b. except as hereinafter permitted by Paragraph 4, no land owned by the Railway and not now under water shall be dredged by Lessee without first obtaining written consent from the Chief Engineer of the Railway so to do;

c. Lessee shall first secure all necessary licenses, permits or authority from the Waukegan Port District, the United States Army Corps of Engineers or any other public body having jurisdiction over the change or work proposed by the Lessee and shall exhibit the same to the Chief Engineer of the Railway before commencing any such change or work.

4. That the Railway, without cost or expense to it, will permit and cooperate with the Lessee and any public authorities in the removal of the projection of land owned by it shown in brown on Exhibit "A", which in the opinion of Lessee impairs the approach from the United States Government Harbor to Slip No. 1, in order that the westerly harbor line of Waukegan Harbor, as the same presently exists, may extend in a line northerly to said Slip No. 1, and will also, without cost or expense to it, permit and cooperate with the Lessee and all public authorities in the dredging to harbor depth of the area east of the harbor line as so extended northerly. It is understood and agreed that all necessary licenses, permits and authority to accomplish the work called for by this paragraph shall be obtained by the Lessee and that the same shall be exhibited to the Chief Engineer of the Railway before the commencement of any of said work.

NEGOTIATION FOR NEW LEASE AND TERMINATION OF THIS LEASE

ELEVENTH: 1. That upon receipt of written notice from

the Lessee which shall be given not less than one year prior to the 1st day of November, A. D. 2025, requesting a renewal lease for said premises for a further term of thirty (30) years upon the same terms and conditions except for rental, the Railway, by one of its proper representatives, shall meet with a proper representative of the Lessee for the purpose of negotiating such rental. In case such representatives are unable to agree as to the fair rental value of the premises excluding the rental value of the Lessee's improvements thereon, they shall select a third person who shall act as arbitrator and the decision of the arbitrator shall be final and binding upon the Railway and the Lessee. It is understood and agreed that any renewal hereof shall be and remain subject to and shall be conditioned upon securing the consent and approval thereof by the Illinois Commerce Commission or such other public authority as may then have jurisdiction thereof. Upon the expiration of such renewal the Railway shall first offer said premises to the Lessee for a further renewal term before leasing them to any other tenant.

2. That notwithstanding the fact that this lease extends for a term of seventy (70) years, the Lessee may terminate this lease and all of its obligations hereunder on the 1st day of November, 1981, or on the 1st day of November, 2006, by giving the Railway one (1) year prior notice of its intention so to do.

3. The termination of this lease in any way shall not release Lessee from any liability to the Railway which has accrued, or shall accrue thereupon or which may accrue thereafter pursuant to either the express terms of this agreement or by reason of the violation of any of the terms, covenants or agreements hereof.

LIENS

TWELFTH: 1. That there shall be no mechanic's or other lien upon said premises for any labor done or material furnished to said premises under any agreement or understanding between the Lessee and any contractor, sub-contractor, materialmen, laborer, or other person. The Lessee shall keep said premises free and clear of all such liens, claims and encumbrances, and upon the termination of this lease will deliver up said premises to the Railway free and clear of any and all such liens, claims and encumbrances.

2. That the Lessee shall at all times have the right to convey or encumber by mortgage, deed of trust, or other proper instrument in the nature thereof, as security for any bona fide debt of Lessee its right to use and occupy said premises, together with its right and interest in and to all improvements then existing and which may thereafter be placed thereon; provided, however, that any and all such conveyances and encumbrances shall at all times be inferior and subject to the right, title and interest of the Railway in and to said premises.

USE BY RAILWAY

THIRTEENTH: 1. That the Railway within a period of ninety (90) days from the date of this lease shall remove from said demised premises all railroad tracks, provided, however, that if Lessee shall elect to use any of such tracks in connection with the construction of its said plant, it may, by written notice to the Railway prior to the removal thereof, obtain the use of such tracks for a period not to exceed two (2) years from the date of this lease. At such time as the use thereof is no longer required in connection with the construction of Lessee's plant, the Railway

shall, within ninety (90) days after notice from Lessee, remove such tracks.

2. The Railway at all times shall provide railway service to and from said premises, and the terms and conditions thereof and the maintenance, use and operation of the tracks on said demised premises in connection therewith shall be the subject of a trackage agreement to be entered into between the Railway and the Lessee.

LIABILITY

FOURTEENTH: That the Railway shall not be liable for loss or damage to the property of or injury to or death of the Lessee or any of its employees, or any person or persons in, upon or about said premises or upon any waterway, dock, slip, pier, channel or roadway leading to said premises and located upon adjoining lands of the Railway, and the Lessee agrees to and does hereby release the Railway from all liability to the Lessee therefor, provided the same shall not be due to the negligence of the Railway, its agents or employees.

INDEMNITY

FIFTEENTH: That the Lessee shall release the Railway from any and all claims for loss or damage to structures, equipment, improvements, material, vehicles, devices or ships or boats of any kind or character owned, erected, located, operated or in use by Lessee, its agents, invitees or others upon said premises in any manner and however caused or occasioned, provided the same shall not be due to the negligence of the Railway, its agents or employees, and the Lessee further agrees to protect, indemnify, save harmless and

defend the Railway and its employees from and against any and all claims, demands, damages, costs, expenses, suits, actions, legal proceedings and attorneys' fees for loss or damage to the property of or injury to or death of any person or persons in, upon or about said premises or upon any waterway, dock,slip, pier, channel, or roadway leading to said premises and located upon adjoining lands of the Railway, in any way caused by, arising from, incident to, connected with or growing out of this lease or the occupancy or use of said premises or any part thereof, including specifically any waterway, dock, slip, pier, channel, or roadway provided the same shall not be due to the negligence of the Railway, its agents or employees.

APPROVALS REQUIRED AND ITEMS TO WHICH LEASE IS SUBJECT

SIXTEENTH: 1. That this lease shall not be or become effective unless and until the Illinois Commerce Commission shall have entered a proper order approving the same and Railway hereby agrees that it will use all due diligence in submitting this lease to said Commerce Commission.

2. That this lease is made and entered into upon the condition that Lessee shall secure within seventeen (17) months from the date hereof, the permits, authorizations and other items hereinafter set forth and in the event that Lessee shall not secure any or all thereof within such period, then Lessee may, at its option, terminate this lease upon giving the Railway not less than thirty (30) days prior written notice of its intention to terminate on the date therein specified. Upon termination the Railway shall refund to Lessee all rentals paid hereunder less any and all costs or expense (excluding rent) which may have been incurred to the date of termination

and for which Lessee is liable by the terms of this lease. This lease is conditioned upon:

a. Lessee securing a preliminary report on title showing the Railway's title to said demised premises acceptable, as provided hereinabove in Section EIGHTH.

b. Lessee securing a survey of said demised premises as provided in Section EIGHTH.

c. The issuance of permits, licenses or authorization by the Waukegan Port District, the United States Army Corps of Engineers or other proper public authority for the filling, dredging and other work to be done at said Slips Nos. 1, 2 and 3, as described hereinabove in Section TENTH.

d. Lessee securing approval of its plans for improvement of said premises from the proper authorities of the City of Waukegan, said Waukegan Port District and said United States Army Corps of Engineers or other proper public authority.

DEFAULT

SEVENTEENTH: That this lease is granted on the condition that if at any time the rents, or the taxes payable by the Lessee, or any part of any thereof, shall become in arrears and be unpaid for a period of sixty (60) days, unless the Lessee shall in good faith be contesting the validity or the amount of any such taxes as hereinabove permitted, and such default shall continue for a period of thirty (30) days after notice thereof shall have been given by the Railway to the Lessee, or if the Lessee shall fail to keep and perform any of the other covenants or agreements of this lease on the Lessee's part to be kept and performed and such failure shall continue for a period of sixty (60) days after notice thereof shall have been given by the Railway to the Lessee, or if a receiver or trustee is appointed for the Lessee or its property, or the Lessee makes an assignment of its property for the benefit of creditors, or

the Lessee becomes insolvent, or a petition is filed by or against the Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating the Lessee a bankrupt, or for the reorganization of the Lessee, or for the purpose of effecting a composition or re-arrangement with the Lessee's creditors, then and in any such case the Railway shall have the privilege at once, at its option, upon giving ten (10) days' notice, to re-enter said premises forthwith and take possession thereof, together with the improvements thereon, and from and after the time of such entry this lease shall become void and of no effect and the Railway may hold and retain said premises and the improvements thereon as of its former estate.

MAINTENANCE

EIGHTEENTH: 1. That Lessee shall at all times and at its own expense keep all improvements erected by it on said premises in good order, condition and repair.

2. That if any of the improvements which Lessee shall erect on said premises shall be damaged or destroyed from any cause, Lessee shall within one (1) year from the date of such damage or destruction commence the work of repair, reconstruction or replacement thereof and prosecute the same with all reasonable dispatch and, in any event, so that within three (3) years from the date of such damage or destruction such improvements will have been repaired, reconstructed or replaced by other improvements; provided, however, that if loss of the improvements so damaged or destroyed does not materially and adversely affect the usefulness of Lessee's plant for the production of Lessee's products, Lessee shall not be obligated to repair, reconstruct or replace the improvements so damaged or destroyed.

3. That Lessee will neither commit nor permit waste upon said premises, provided, however, that Lessee may demolish, remove or remodel improvements hereafter erected upon said premises for the purpose of further improving said premises or facilitating the conduct of its operations thereon.

COMPLIANCE WITH LAWS, ETC.

NINETEENTH: That Lessee at all times hereunder will obey and comply with all lawful requirements, orders, rules, regulations, laws and ordinances of all legally constituted authorities in any way affecting this lease, said premises, the improvements hereafter erected, remodeled, repaired or replaced thereon, or the use of the same; subject, however, to the right of Lessee to contest the validity or effect of any thereof.

FORCE MAJEURE

TWENTIETH: That whenever either party, pursuant to any of the provisions of this lease, is required to construct, repair or replace any improvements on said premises, or perform any other act, within any particular time limit, or at or before a specified date, and shall in good faith be delayed in such work or the performance of such act by any strike, lockout, fire, or other casualty, like or unlike, without fault or neglect, or by the failure of suppliers to deliver needed materials to said premises, then, and in any such event, the period of delay so occasioned shall be added to the particular time limit otherwise provided for herein and the party so delayed shall not be in default if it shall complete suchwork or perform such act within the stipulated time limit increased by a period of time equal to such period of delay.

NOTICE

TWENTY-FIRST: That all notices, demands and requests which may or are required to be given by either party to the other shall be in writing and shall be sent by United States registered mail, postage prepaid, addressed:

> To the Railway at 208 South LaSalle Street, Chicago 4, Illinois.
>
> To Lessee attention Secretary, at 325 Delaware Avenue, Buffalo 2, New York.

Either party may from time to time designate by notice another address to which notices for such party may be addressed. Any notice given in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder at the time such notice shall be mailed.

LESSEE NOT TO BE DEEMED HOLDING OVER

TWENTY-SECOND: That if, at the expiration of the term of this lease, or any renewal hereof, Lessee shall for any reason hold over past the expiration date, this lease shall not be deemed to be renewed for an additional term, but Lessee shall be obligated to pay rent for the year following the expiration date.

REPRESENTATIONS AND AGREEMENTS

TWENTY-THIRD: That this lease contains all representations and agreements between the parties hereto respecting said premises and by the execution hereof the Railway makes no representations and assumes no obligations pertaining to the procuring or securing of any license, permit or authority which may be necessary or desirable to allow the Lessee to use said premises or any part thereof for the purposes specified hereinabove except as the same is specifically

set forth in this lease. The Railway agrees, however, that it will cooperate fully with Lessee in the preparation or submission by Lessee of any application required to be submitted by proper public authority for the purpose of securing any license, permit or authorization to use all or any portion of said premises as aforesaid.

SUCCESSORS

TWENTY-FOURTH: That the conditions, covenants and agreements contained in this lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, respectively.

RECORDING

TWENTY-FIFTH: A short form of this lease shall be recorded.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate, as of the day and year first above written.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

WED

By /s/ T. D. Beyen
President

SHS
10-18-56

ATTEST:

/s/ W. P. Braker
Secretary

(SEAL)

NATIONAL GYPSUM COMPANY

By /s/ W. M. North
Vice President

ATTEST:

/s/ D. B. Littlewood
Secretary

(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, Harry Landeweer, a Notary Public in and for the county and state aforesaid, do hereby certify that T. D. Beven, personally known to me to be the _____ President of Elgin, Joliet and Eastern Railway Company, and W. P. Braker, personally known to me to be the Secretary of said corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day and severally acknowledged that as such _____ President and Secretary, they signed said instrument and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they are the officers of said corporation duly authorized to execute and acknowledge said instrument.

WITNESS my hand and seal of office this 15th day of October, 1956.

(SEAL)

/s/ Harry Landeweer
Notary Public

My Commission Expires:

My Commission Expires Jan. 22, 1958

STATE OF NEW YORK }
COUNTY OF ERIE } SS.

I, RALPH O. KREINHEDER, a Notary Public in and for the county and state aforesaid, do hereby certify that W. M. NORTH, personally known to me to be the _____ President of National Gypsum Company, and D. B. LITTLEWOOD, personally known to me to be the Secretary of said corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day and severally acknowledged that as such Vice President and Secretary, they signed said instrument and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they are the officers of said corporation duly authorized to execute and acknowledge said instrument.

WITNESS my hand and seal of office this 15 day of October, 1956.

/s/ Ralph O. Kreinheder
Notary Public

My Commission Expires:
March 30, 1958.

APPENDIX B

CERTIFICATE OF INCORPORATION

OF

EJ&E ACQUISITION, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the Corporation is EJ&E Acquisition, Inc.

SECOND: The registered office of the Corporation is to be located at 229 South State Street, in the City of Dover, in the County of Kent, in the State of Delaware. The name of its registered agent at that address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage, directly or indirectly, in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is 100, all of which are without par value. All such shares are of one class and are shares of Common Stock.

FIFTH: The name and mailing address of the single incorporator are as follows:

Name	Mailing Address
Susan J. Giustiniani	The Prentice-Hall Corporation System, Inc. 1 Gulf & Western Plaza New York, New York 10023

SIXTH: The business of the Corporation shall be managed under the Board of Directors except as otherwise provided by law or the By-Laws of the Corporation. The number of directors of the Corporation shall be fixed from time to time by, or in the manner provided in, the By-Laws. Elections of directors need not be by ballot unless the By-Laws so provide.

SEVENTH: The Board of Directors may make, alter or repeal the By-Laws of the Corporation except as otherwise provided in the By-Laws adopted by the Corporation's stockholders.

EIGHTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the

application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

NINTH: The directors of the Corporation shall be protected from personal liability, through indemnification or otherwise, to the fullest extent permitted under the General Corporation Law of the State of Delaware as from time to time in effect.

1. A Director of the Corporation shall under no circumstances have any personal liability to the Corporation

or its stockholders for monetary damages for breach of fiduciary duty as a Director except for those specific breaches and acts or omissions with respect to which the General Corporation Law of the State of Delaware expressly provides that this provision shall not eliminate or limit such personal liability of Directors. The modification or repeal of this paragraph 1 of Article NINTH shall not affect the restriction hereunder of a Director's personal liability for any act or omission occurring prior to such modification or repeal.

2. The Corporation shall indemnify each Director and Officer of the Corporation to the fullest extent permitted by applicable law, except as may be otherwise provided in the Corporation's By-Laws, and in furtherance hereof the Board of Directors is expressly authorized to amend the Corporation's By-Laws from time to time to give full effect hereto, notwithstanding possible self interest of the Directors in the action being taken. The modification or repeal of this paragraph 2 of Article NINTH shall not adversely affect the right to indemnification of any Director or Officer hereunder with respect to any act or omission occurring prior to such modification or repeal.

TENTH: The Corporation is to have perpetual existence.

ELEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of December, 1988.

Susan J. Giustiniani

Name: Susan J. Giustiniani,
Incorporator

CERTIFICATE OF MERGER

OF

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

AND

EJ&E ACQUISITION, INC.

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(i) Elgin, Joliet and Eastern Railway Company, which is incorporated under the laws of the State of Illinois; and

(ii) EJ&E Acquisition, Inc., which is incorporated under the laws of the State of Delaware.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware and Article 11 of the Business Corporation Act of the State of Illinois.

3. The name of the surviving corporation in the merger herein certified is EJ&E Acquisition, Inc., which will continue its existence as said surviving corporation under the name Elgin, Joliet and Eastern Railway Company upon the effective date and time of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

4. The Certificate of Incorporation of EJ&E Acquisition, Inc. is to be amended and changed by reason of the merger herein certified by striking out article FIRST thereof, relating to the name of said surviving corporation, and by substituting in lieu thereof the following article:

"FIRST: The name of the corporation is Elgin, Joliet and Eastern Railway Company.";

and said Certificate of Incorporation as so amended and changed shall continue to be the Certificate of Incorporation of said surviving corporation until further amended and changed in accordance with the provisions of the General Corporation Law of the State of Delaware.

5. The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at the principal place of business of the aforesaid surviving corporation, the address of which is as follows:

1141 Maple Road
Joliet, Illinois 60434

6. A copy of the aforesaid Agreement and Plan of Merger will be furnished by the aforesaid surviving corporation, on request and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The total number of shares of stock which Elgin, Joliet and Eastern Railway Company has authority to issue is 191,000, all of which are Common Stock, with a par value of $100 per share.

8. The Agreement and Plan of Merger between the aforesaid constituent corporations provides that the merger

BY-LAWS

OF

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

ARTICLE I

OFFICES

SECTION 1. Registered Office. The registered office of the corporation (hereinafter referred to as the "Company") shall be located at The Prentice-Hall Corporation System, Inc., 229 South State Street, Dover, Delaware 19901 but the Board of Directors may change the location of the said registered office, from time to time, to any other place within the State of Delaware as provided by law.

SECTION 2. Other Offices. The Company may also have such other office or offices, within or without the State of Delaware as the Board of Directors may determine or as its business may require.

SECTION 3. Places Where Books Are To Be Kept. The original or duplicate stock ledger, containing the names and addresses of the stockholders and the number of shares held by them, respectively, and other books of the Company may be kept at such place or places, within or without the State of Delaware as the Board of Directors may determine or as its business may require.

ARTICLE II

STOCKHOLDERS

SECTION 1. Place of Stockholders' Meetings. The annual meeting of the stockholders shall be held at such location as the Board of Directors may, from time to time, by resolution appoint. The notice of the place shall be

given to each stockholder as provided in Section 2 of this Article II.

Special meetings of stockholders may be held at such location as the Board of Directors may, from time to time, by resolution appoint.

SECTION 2. Annual Stockholders' Meeting - Time and Purpose. The annual meeting of the stockholders shall be held at 2:00 P.M., on the third Tuesday of May, in each year, if not a legal holiday at the place held, but if such is a legal holiday then on the next succeeding Tuesday not a legal holiday, or on such other date as all of the stockholders entitled to vote at such meeting shall agree in writing for the purpose of electing directors. There may also be considered and transacted at an annual meeting without special notice any business which under the laws of the State of Delaware may properly be brought before a general or annual meeting of stockholders; and if due notice be given as required by the laws of the State of Delaware or these By-laws, any business may be transacted at an annual meeting which under the laws of the State of Delaware might be transacted after such notice.

SECTION 3. Special Stockholders' Meetings. A special meeting of stockholders may be held whenever called (a) by the President or (b) by resolution of the Board of Directors or (c) when permitted by the laws of the State of Delaware by a writing signed by the holder or holders of not less than a majority of all the outstanding shares of stock of the Company.

SECTION 4. Notice of Stockholders' Meetings. Except as otherwise provided in Sections 5, 6 and 8 of this Article II, a written notice of every meeting of the stockholders shall be given to each stockholder of record, either by delivering such notice to him personally or by depositing the same in the post office, postage prepaid, and properly addressed to him at his address as the same appears on the records of the Company.

The notice of an annual meeting shall state the place, date and hour thereof; and if any business is to be transacted thereat which under the laws of the State of Delaware can only be transacted pursuant to specific notice, due notice thereof shall be given.

The notice of a special meeting shall state the place, date and hour and the purpose or purposes thereof, as

required by the laws of the State of Delaware. Except as permitted by Sections 5 and 6 of this Article II, no business which is required to be stated in the notice under the laws of the State of Delaware or these By-laws shall be transacted at any meeting of the stockholders unless so stated in the notice.

The notice of each meeting of the stockholders shall be given not less than ten (10) nor more than sixty (60) days before the day of the meeting, except when a longer period is required by the laws of the State of Delaware or these By-laws for any particular purpose.

The notice of each meeting of the stockholders shall be given by, or at the direction of, the Secretary of the Company.

SECTION 5. Stockholders' Meetings Held on Waivers. Anything in these By-laws to the contrary notwithstanding, any meeting of the stockholders may be held without call or notice if the stockholders not present and entitled to vote thereat shall waive notice thereof in writing, either before or after the holding of the meeting. However, no business in respect of which notice is required to be given under the laws of the State of Delaware or these By-laws shall be considered at any meeting held without notice, except upon the written consent of all the stockholders.

SECTION 6. Meetings at Which All Stockholders Are Present. Anything in these By-laws to the contrary notwithstanding, if at any meeting all the stockholders are present in person or by proxy, any business may be transacted, even though no notice of such meeting shall have been given or, if given, such business shall not have been stated in the notice, provided that the written consent of all the stockholders to the place of meeting and to the consideration of such business is first obtained.

SECTION 7. Quorum for Stockholders' Meetings. The presence, in person or by proxy, of the holder or holders of a majority of all the outstanding shares of stock of the Company entitled to vote at any meeting of the stockholders, exclusive of the shares owned by the Company, if any, shall constitute a quorum.

SECTION 8. Adjourned Stockholders' Meetings. In the event that there is not represented at any meeting of the stockholders a sufficient number of shares of stock to

constitute a quorum, the stockholders present in person or by proxy, by the affirmative vote of the holder or holders of a majority of the shares of stock represented at the meeting, may adjourn it from time to time, but to the same place at which the meeting so adjourned had been called, until a quorum is obtained; and no further notice of such meeting need be given other than by announcement at the meeting so adjourned. At any such adjourned meeting at which a quorum, but less than all, of the stockholders shall be present only such business may be transacted as might have been legally transacted at the meeting as originally called.

SECTION 9. Voting. At all stockholders' meetings each stockholder shall be entitled to one vote for each share of stock entitled to be voted at such meeting and held by him as shown by the books of the Company.

All elections of directors shall be decided by the unanimous vote of those stockholders present and voting at the stockholders' meeting at which such matter is presented and, except as provided in Section 10 of this Article II, all other questions decided by the vote of the holders of a majority of the shares of stock represented at the meeting and entitled to vote, except as for any particular purpose which may be otherwise required by the laws of the State of Delaware or the Certificate of Incorporation.

SECTION 10. Matters Requiring Unanimous Stockholder Approval. The following matters shall require unanimous approval of those stockholders present and voting at the meeting of the stockholders at which such matter is presented for stockholder decision:

(a) Any proposal which, if approved, results in the Company being unable to perform adequately its obligations under any transportation services agreement entered into by the Company, on the one hand and USX Corporation ("USX") or U.S. Steel Mining Company ("USM") on the other, to implement the transportation services agreements between Transtar, Inc. ("Transtar") and USX dated as of _____, 1988, and the transportation services agreement between Transtar and USM dated as of _____, 1988 and the transportation services agreement between USX and USS Great Lakes Fleet, Inc. dated _____, 1988 (collectively, the "Transportation Services Agreements");

(b) The election or removal of the directors of the Company;

(c) Redemption of any stock of the Company unless, after giving effect to such redemption, the Cash Interest Coverage Ratio (herein defined) of the Company, all other direct and indirect wholly-owned subsidiaries of Transtar and Transtar on a consolidated basis (the "Consolidated Corporation") for the one-year period then ended is not less than 3.0; as used in these By-Laws, the term "Cash Interest Coverage Ratio" shall mean (A) consolidated earnings before interest, income taxes, depreciation and amortization charges divided by (B) consolidated cash interest expense;

(d) Any new borrowing by the Company (other than borrowings to finance specific capital expenditures approved in the annual capital budget of Transtar), or the grant of any new lien, encumbrance or security interest in connection therewith on any material assets of the Company not previously encumbered unless (i) after giving effect thereto, the Cash Interest Coverage Ratio of the Consolidated Corporation is not less than 3.0, or (ii) such borrowing is permitted pursuant to Section 10(i) of this Article II of these By-Laws;

(e) The election or dismissal of the President, Vice President-Finance, Vice President-Operations, General Counsel, Vice President-Marketing, Secretary or Comptroller of the Company;

(f) The sale or merger of the Company, or the sale of assets or discontinuance of operations of the Company which in either case results in the Company being unable to perform adequately its obligations under any of the Transportation Services Agreements;

(g) Any amendment of any of the Transportation Services Agreements;

(h) Any expenditure or commitment in excess of $5,000,000 for the acquisition by the Company of any capital stock or other equity or ownership or proprietary interest in any other corporation, partnership, association, trust, joint venture or other entity, or of any debt obligation of any thereof;

(i) Any lease of real or personal property or any renewal thereof unless such lease is included in an approved capital budget of Transtar or provides for lease payments not in excess of $2 million annually by or to the Company;

(j) Any sale and leaseback or any refinancing thereof;

(k) Any amendment of these By-Laws, except as provided in Section 11 of this Article II of these By-Laws;

(l) Any filing by the Company of a petition for protection under Federal bankruptcy statutes;

(m) Declaration of any dividend or other distribution to stockholders;

(n) Special incentives for members of executive management, including but not limited to the issuance of shares of non-voting stock. Executive management shall include the principal officers (other than the Chairman of the Board) and such other employees of the Company who shall be designated from time to time by the stockholders; and

(o) The voting of the shares of any direct or indirect subsidiary of the Company to effect any action requiring unanimous approval under this Section 10 to elect the directors of such subsidiary and to amend the by-laws of such subsidiary.

SECTION 11. Continuation or Amendment of Certain Provisions. At the second annual meeting of the stockholders of the Company and each annual meeting thereafter, the stockholders shall determine, by a unanimous vote, whether to continue Section 10(c) and 10(d) of these By-Laws in the form set forth above, or to amend such Sections in a form unanimously agreed. If no agreement is reached on the continuation or amendment of any such Section, then such Section shall be deemed amended to read in its entirety as set forth below:

(i) Section 10(c): "(c) Redemption of any stock of the Company;" and

(ii) Section 10(d): "(d) Any new borrowing by the Company (other than borrowings to finance specific capital expenditures approved in the annual capital budget) or the grant of any new lien, encumbrance or security interest in connection therewith on any material assets of the Company not previously encumbered, unless such borrowing is permitted pursuant to Section 10(i) of this Article II of these By-Laws;".

SECTION 12. Ballots. The voting for directors shall, except as hereinafter provided, be by ballot, but the voting upon any other matter shall be by ballot only when required by the laws of the State of Delaware. In the event that a resolution for the election of a director or directors shall be adopted by a unanimous vote or written consent of the stockholders, in the absence of voting by ballot, the requirement for voting for directors by ballot may be waived and the director or directors so chosen shall be a duly elected director or directors of the Company.

SECTION 13. Proxies. At any meeting of the stockholders, any shares of stock entitled to vote may be voted by proxy appointed by an instrument in writing subscribed to by the stockholder or his duly authorized attorney, but no proxy shall be valid after three years from its date unless a longer period is provided therein.

SECTION 14. List of Stockholders. At least ten (10) days before every election of directors the Secretary shall make or cause to be made a complete list, in alphabetical order, of all the stockholders entitled to vote at said election. Such list shall be open at the place where said election is to be held for the said ten (10) days, to the examination of any stockholder, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any stockholder who may be present.

SECTION 15. Organization, Chairman and Secretary of Meeting. The Chairman of the Board of Directors of the Company, or in his absence the President, or in his absence a Vice President, shall call all meetings of the stockholders to order and shall act as Chairman thereof. In the absence of the Chairman of the Board of Directors, the President and all Vice Presidents, the stockholders present in person or by proxy and entitled to vote thereat, by the affirmative vote of the holder or holders of a majority of the shares of stock represented at the meeting and entitled to vote, may elect as Chairman of the meeting any stockholder or the duly authorized proxy of a stockholder.

The Secretary of the Company, or in his absence any Assistant Secretary, or in the absence of both a person appointed by the Chairman of the meeting, shall act as Secretary of the meeting and shall keep and make a record of the proceedings thereat.

SECTION 16. Stockholder Action without Meetings. Any action required by the General Corporation Law of Delaware to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. Number, Term of Office and Qualification of Directors. The affairs of the Company shall be managed by the Board of not less than three (3) nor more than nine (9) directors, who need not be stockholders of the Company. Unless his term of office is sooner terminated by death, resignation, removal or any other cause, each director shall hold office until the next annual meeting of the stockholders following his election or until his successor shall have been elected and shall qualify.

SECTION 2. Removal of Directors. At any meeting of the stockholders called for that purpose, any one or more of the directors may be removed with or without cause, at any time before the expiration of the term for which he or they shall have been elected, by the unanimous vote of the holder or holders of all the outstanding shares of stock of the Company.

SECTION 3. Place of Directors' Meetings. The Directors may hold their meetings at such place or places within or without the State of Delaware as the Board of Directors may by resolution appoint or as the Chairman of the Board of Directors may designate or as may be designated in a written instrument executed by all of the directors.

SECTION 4. Time of Directors' Meetings. Regular meetings of the Board of Directors shall be held at such

times as may be fixed, and with or without notice as may be provided, by resolution of the Board of Directors.

Special meetings of the Board of Directors shall be called and held whenever requested by (a) the Chairman of the Board of Directors or (b) any two members of the Board of Directors.

SECTION 5. Notice of Directors' Meetings. Except as otherwise provided in Sections 6, 7 and 9 of this Article III, a written notice of every meeting of the Board of Directors shall be given to each director either by delivering such notice to him personally or by depositing same in the post office, postage prepaid, and properly addressed to him at his last known address, at least two (2) days before the day set for the meeting; or by telegraphing the same to him not less than twenty-four (24) hours before the hour set for the meeting. Such notice shall state the time and place of the meeting, and, if any extraordinary business is to be considered thereat, shall also state the purpose or purposes of the meeting.

The notice of each meeting of the Board of Directors shall be given by, or at the direction of, the Secretary of the Company.

SECTION 6. Meetings Held on Waivers or by Presence of All Directors. Anything in these By-laws to the contrary notwithstanding, any meeting of the Board of Directors may be held at any time and place, without call or notice, (i) if all the directors are present or (ii) if those not present shall have waived notice thereof in writing, either before or after the meeting, provided that a quorum is present. At any such meeting any and all general or ordinary business may be transacted. There may also be transacted at such meeting any extraordinary business which might be transacted after due notice, provided that no director present objects to the consideration thereof and that consent to said consideration shall have been specifically given in the waivers of the directors.

SECTION 7. Directors' Action Taken by Written Consent. Any action permitted to be taken by the directors may be taken by written consent of all directors without the holding of a meeting.

SECTION 8. Quorum for Directors' Meetings. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum and the

act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

SECTION 9. Adjournment of Directors' Meetings. If at any meeting of the Board of Directors there shall be present less than a quorum, a majority of those present may adjourn the meeting from time to time and from place to place until a quorum is obtained and no further notice of such meeting need be given other than by announcement at the meeting which shall be adjourned. At any such adjourned meeting at which a quorum but less than all the directors shall be present, only such business may be transacted as might have been transacted at the meeting ordinarily called.

SECTION 10. Organization, Chairman and Secretary of Directors' Meetings. The Chairman of the Board of Directors, or in his absence a director chosen by those present, shall call all meetings of the Board of Directors to order and shall act as chairman of the meeting.

The Secretary of the Company, or in his absence an Assistant Secretary, and if there is more than one Assistant Secretary then any Assistant Secretary, or in their absence a person appointed by the chairman of the meeting, shall act as Secretary of the meeting and shall keep and make a record of the proceedings thereat.

SECTION 11. Compensation of Directors. Directors shall not receive any fee for their attendance at any meeting of the Board of Directors or be entitled to any other compensation for their services as directors unless such fee or compensation shall have been authorized by a vote of the stockholders, provided, however, that directors shall be compensated for reasonable travel expenses incurred in connection with their attendance at any Board of Directors meeting.

SECTION 12. Committees. The Board of Directors may in its discretion, by resolution, designate from among its members one or more committees, consisting of two or more directors, which shall have such powers as shall be conferred by the Board of Directors by resolution. A majority of the membership of such committee shall determine the action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have the power to change the membership of any such committee, to fill vacancies on it or to dissolve it.

SECTION 13. Actions Requiring the Unanimous Consent of Stockholders. Anything in these By-Laws to the contrary notwithstanding, the Board of Directors shall not act upon any matter reserved to the unanimous consent of the stockholders as set forth in Section 10 and/or Section 11, as the case may be, of Article II of these By-Laws and when the stockholders do take action to so approve any such matters, the Board of Directors shall take all necessary and appropriate action to implement the stockholders' actions; furthermore, the Board of Directors shall not act upon any such foregoing matters as respects any subsidiary of the Company.

ARTICLE IV

OFFICERS

SECTION 1. Election of Officers. At the first regular meeting of the Board of Directors (at which a quorom shall be present) held after the annual meeting of the stockholders in each year, the directors shall elect a Chairman of the Board from its members by a majority vote. The Executive Officers of the Company shall be elected pursuant to the provisions of Section 10(e) of Article II of these By-laws.

SECTION 2. Required Executive Officers. The Executive Officers of the Company shall be a President, Vice President-Finance, Vice President-Operations, General Counsel, Vice President-Marketing, Comptroller and a Secretary, none of whom need be a director of the Company.

SECTION 3. Optional Other Officers and Agents. The Board of Directors may also elect one or more additional Vice Presidents, one or more Assistant Secretaries, a Treasurer, an Assistant Comptroller, one or more Assistant Treasurers, and such other officers as it may deem necessary or advisable for the proper conduct of the business of the Company. The Board of Directors and, subject to the supervision and control of the Board of Directors, each of the Executive Officers may also appoint such officers or agents as it or he may deem necessary or advisable for the proper conduct of the business of the Company.

In its discretion the Board of Directors may leave unfilled any office. Two or more offices, other than the offices of President and Secretary, may be held by the same person.

SECTION 4. Officers' Term of Office and Removal. Unless sooner removed from office as provided in this Section, the Executive Officers shall hold office until their respective successors have been elected and shall qualify. The stockholders, by unanimous vote, may remove the President, Vice President-Finance, Vice President-Operations, General Counsel, Vice President-Marketing, Secretary, Comptroller or any director at any time. Any other officer or agent of the Company may be removed at any time by the Board of Directors. Any officer or agent of the Company appointed by an Executive Officer may be removed at any time either by the Board of Directors or by such Executive Officer.

SECTION 5. Powers, Authorities and Duties of Officers. Subject to the control of the Board of Directors, the several officers of the Company, in addition to the powers and authorities conferred and duties imposed upon them elsewhere in these By-laws, shall have and shall be charged with the powers, authorities and duties set forth in the following Sections of this Article IV of these By-laws.

SECTION 6. Powers, Authorities and Duties of the Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors and of the stockholders, and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 7. Powers, Authorities and Duties of the President. The President:

a. Shall be the chief executive officer of the Company and shall have general supervision over the affairs of the Company.

b. Shall have authority, including the right to delegate such authority to any Vice President of the Company, on behalf of the Company either to attend in person, or to appoint by written instrument a proxy or proxies to attend, and represent the Company at all meetings of the stockholders of any corporation in which the Company may hold any stock and at such meetings to vote and exercise any and all other rights and powers incident to the ownership of such stock, subject to Section 10(o) of Article II of these By-laws.

c. Shall have such powers and duties as are otherwise provided in these By-laws or assigned by the Board of Directors.

SECTION 8. Powers, Authorities and Duties of Vice Presidents. The Vice President - Operations shall have general charge of the operations of the Company. He shall perform the duties of the President in the latter's absence.

The Vice President - Finance shall have general charge of the financial affairs of the Company, including matters under the immediate jurisdiction of the Comptroller and the Treasurer.

The Vice President - Marketing shall have general charge of the commercial affairs of the Company.

Each such Vice President, including any additional Vice Presidents appointed by the Board, shall also have such other powers and authorities and perform such other duties as may be conferred upon or assigned to him by the Chairman, the President or the Board of Directors and such as are conferred upon or assigned to him elsewhere in these By-laws.

SECTION 9. Powers, Authorities and Duties of the General Counsel. The General Counsel, if one shall have been elected, shall be the chief consulting officer of the Company in all legal matters and shall have general control over all matters of legal import concerning the Company.

SECTION 10. Powers, Authorities and Duties of the Secretary. The Secretary:

a. Shall keep all the minutes of all meetings of the Board of Directors and all the minutes of the meetings of the stockholders, and he shall give and serve, or cause to be given and served, all notices of the Company falling within the functions of his office.

b. Shall have custody and charge of, and shall be responsible for, the minute books and the stock ledger or stock records of the Company, and such other books, records and papers as usually pertain to the office of the secretary of a corporation.

c. Shall affix the corporate seal to any document of the Company and shall attest the same whenever such attestation is requisite or deemed advisable.

d. Whenever requested by the President or the Comptroller or any director or independent auditors designated by or under authority of the stockholders of the Company, shall exhibit his books and records to them or to any of them during business hours.

e. Shall have such other powers and duties as are provided under the By-laws or assigned by the Chairman, the President or the Board of Directors.

SECTION 11. Powers, Authorities and Duties of Assistant Secretaries. If the Secretary be absent or for any reason be unable to act, any Assistant Secretary, may perform the duties and exercise the powers and authorities of the Secretary, unless a particular Assistant Secretary shall have been designated by the Secretary or the Board of Directors for that purpose. Each Assistant Secretary, if any, shall also have such other powers and authorities and perform such other duties as may be conferred upon or assigned to him by the Secretary or the Board of Directors and such as are conferred upon or assigned to him elsewhere in these By-laws.

SECTION 12. Powers, Authorities and Duties of the Treasurer. The Treasurer:

a. Shall have custody and charge of, and shall be responsible for, all the funds and securities of the Company which may have come into his hands.

b. Shall promptly collect, or cause to be collected, all moneys and accounts due to the Company, and he shall sign, or cause to be signed, all receipts and vouchers for payments made to the Company.

c. Shall, when necessary or proper, endorse on behalf of the Company for collection all checks, drafts, notes and other orders for payment of money, payable or belonging to the Company and shall cause the deposit of the same to the credit of the Company in such bank or banks or depositaries as are established pursuant to Section 2 of Article VII of these By-laws.

d. Shall make, or cause to be made, all payments for corporate purposes upon properly drawn checks, drafts, vouchers, requisitions or other orders for the payment of money of the Company, except as may be otherwise provided for payments to be made from any special or limited bank account which may have been established under and pursuant to Section 3 of Article VII of these By-laws.

e. Shall keep and maintain, or cause to be kept and maintained, full and accurate accounts of all moneys received and paid out by him on account of the Company in records satisfactory to the Comptroller.

f. Shall render to the Chairman, the President and to the Board of Directors, whenever requested by them or either of them, an account of his transactions as Treasurer.

g. Whenever requested by the President or the Comptroller or the Board of Directors or independent auditors designated by or under authority of the stockholders of the Company shall exhibit his books and accounts to them or to any of them during business hours.

h. Shall have such other powers and duties as are provided in these By-laws or assigned by the Chairman, the President or the Board of Directors.

i. If required by the Board of Directors, shall give a bond of the faithful discharge of his duties.

SECTION 13. Powers, Authorities and Duties of Assistant Treasurers. If the Treasurer be absent or for any reason be unable to act, any Assistant Treasurer may perform the duties and exercise the powers and authorities of the Treasurer, unless a particular Assistant Treasurer shall have been designated by the Treasurer or Board of Directors for that purpose. Each Assistant Treasurer, if any, shall also have such other powers and authorities and perform such other duties as may be conferred upon or assigned to him by the Treasurer or the Board of Directors and such as are conferred upon or assigned to him elsewhere in these By-laws.

SECTION 14. Powers, Authorities and Duties of the Comptroller. The Comptroller shall be the principal officer in charge of the accounts of the Company and shall have such duties and powers as from time to time may be provided in these By-laws or as assigned by the President or the Board of Directors.

SECTION 15. Vacancies. All vacancies in the offices mentioned in Sections 2 and 3 of this Article IV resulting from death, resignation or any other cause whatsoever may be filled by the Board of Directors in respect of the officers or agents elected or appointed by the Board; by the stockholders in respect of the officers or agents elected or appointed by the stockholders; and, subject to the supervision and control of the Board of Directors, by the Executive Officers in respect of those appointed by such Executive Officers.

ARTICLE V

CAPITAL STOCK

SECTION 1. Certificates. The certificates for shares of the capital stock of the Company shall be in such form, not inconsistent with its Certificate of Incorporation and the laws of the State of Delaware, as shall be approved by the Board of Directors. Every stockholder of the Company shall be entitled to a certificate or certificates, signed by the President or a Vice President and either the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and sealed with the corporate seal, certifying the number of shares owned by him in the Company, and no stock certificate not so signed and sealed shall be valid. All certificates of stock shall be consecutively numbered and the names and number of shares owned by each and the date or dates of issue or transfer of the shares of stock, shall be entered in books kept for that purpose by the proper officer or agent of the Company.

The Company shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact and the owner thereof for all purposes including the right to vote and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it has actual notice thereof, save as may be expressly otherwise provided by the laws of the State of Delaware.

SECTION 2. Transfers. Shares of stock of the Company shall be transferred only on the books of the Company by the holder thereof in person or by his duly authorized attorney and upon the surrender and cancellation of the certificate or certificates for a like number of shares.

SECTION 3. Transfer Agent and Registrar. The Board of Directors may appoint a transfer agent and may also appoint a registrar of transfers, and may require all stock certificates to bear the signature of the transfer agent with or without the signature of a registrar.

SECTION 4. Record Dates. The Board of Directors may fix in advance a date, not more than sixty (60) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the distribution or allotment of any rights, or the date when any change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any such dividend, or to receive any distribution or allotment of such rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, and in such case only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such dividend, or to receive such distribution or allotment or rights or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid.

SECTION 5. Lost Certificates. In the event that any certificate of stock is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance of a new certificate of the same tenor and for the same number of shares in lieu thereof. The Board of Directors may in its discretion before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the owner to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary, and to give the Company a bond in such reasonable sum as it directs to indemnify the Company.

SECTION 6. Regulations. The Board of Directors shall have power and authority to make all rules and regulations as they respectively deem expedient concerning the

transfer, issue and registration of certificates for shares of capital stock of the Company.

ARTICLE VI

DIVIDENDS

SECTION 1. Declaration of Dividends. Subject to the provisions of the Certificate of Incorporation of the Company and any amendment thereof and to the laws of the State of Delaware, the Board of Directors in its discretion may from time to time declare dividends upon the issued and outstanding capital stock of the Company from surplus or net profits as defined by the laws of the State of Delaware and may fix and change the dates for the declaration and payment of dividends; provided, however, that no dividend shall be declared or paid which would result in an impairment of the capital of the Company.

ARTICLE VII

CONTRACTS, DEPOSITS, SIGNATURES ON CHECKS, ETC.

SECTION 1. Execution of Contracts. Except as herein otherwise provided in respect of bonds, notes, checks, etc., all contracts of the Company shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary, but the Board of Directors may by resolution expressly authorize any officer or officers, agent or agents, in the name and on behalf of the Company to enter into any contract or execute and deliver any instrument and such authority may be general or confined to specific instances.

SECTION 2. Deposits. All funds of the Company shall be deposited to the credit of the Company in such depositaries as the Board of Directors may designate or as the Board of Directors may authorize and for the purpose of such deposit, checks, drafts and other orders for the payment of money which are payable to the order of or which belong to the Company shall be endorsed by the Treasurer, provided, however, that funds withdrawn from the Company depositaries for use as working funds or for other special or limited purposes of the Company approved by the Board of Directors shall (a) when so withdrawn for deposit in the depositary or depositaries of the Company approved by the Board of Directors for such deposit be so deposited and (b)

when so withdrawn other than for deposit in a depositary or depositaries of the Company shall be placed in such custody and withdrawn therefrom and expended as the Treasurer shall from time to time direct; and that there may be placed in such depositaries or custody and so withdrawn and expended the proceeds of all checks, drafts and other orders of the Company for the payment of money which represent reimbursement of expenditures from such working or other special funds.

SECTION 3. Signatures on Checks, Drafts, Etc.. Except to the extent otherwise authorized by the Board of Directors, to be valid as against the Company, all checks, drafts and other orders for the payment of money for authorized disbursements or for the transfer of funds of the Company shall be signed by the Treasurer or for the Treasurer by such other person as may be designated for that purpose by the Board of Directors and shall be countersigned by the Comptroller or for the Comptroller by such other person as may be designated for that purpose by the Board of Directors; but the Treasurer may without countersignature make endorsements for deposit to the credit of the Company in its duly authorized depositary or depositaries. In no event shall any check, draft or other order for payment of money be signed or countersigned in blank.

Anything in these By-laws to the contrary notwithstanding, the Board of Directors may authorize the establishment of a special or limited bank account or bank accounts for payroll, working funds or other special or limited purpose or purposes of the Company; and the Board of Directors may authorize the withdrawal of such funds by checks, drafts or other orders for payment of money bearing only one signature.

SECTION 4. Signature on Bonds, Notes, Etc. To be valid as against the Company, all bonds, promissory notes, bills of exchange and other evidence of indebtedness, not including checks, drafts and other orders for the payment of money which are provided for in the preceding Section 3, shall be signed in its name by the President, any Vice President, the Treasurer or any Assistant Treasurer.

SECTION 5. Facsimile Signatures. In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these By-laws, facsimile signatures of any officer or officers of the Company may be used whenever and as authorized by the Board of Directors.

ARTICLE VIII

INDEMNIFICATION

SECTION 1. Actions by Others. The Company shall indemnify and hold harmless to the fullest extent permitted by law any person who was or is made or is threatened to be made a party or is involved in any claim, action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he, or a person for whom he is the legal representative, is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all expenses, liability and loss reasonably incurred or suffered by such person. The Company shall indemnify any person seeking indemnity in conection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the Company.

SECTION 2. Prepayment of Expenses. The Company shall pay the expenses incurred by any person who may have a right of indemnification under this Article in defending a civil or criminal action, suit or proceeding in advance of its final disposition, provided, however, the payment of expenses incurred by a director or officer in his capacity as a director or officer (except with regard to service to an Employee Benefit Plan or non-profit organization) in advance of the final disposition of the proceeding shall be made only upon the agreement by the director or officer to repay all amounts advanced if it should ultimately be determined that he is not entitled to be indemnified by the Company pursuant to this Article or otherwise.

SECTION 3. Claims. If a claim under this Article is not paid in full within ninety (90) days after a written claim has been received by the Company the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid in addition the expense of prosecuting such claim. In any such action the Company shall have the burden of proving that the claimant was not eligible for indemnification under applicable law.

SECTION 4. Non-Exclusivity of Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a person seeking indem-

nification may be entitled under any statute, rule of law, provisions of certificates of incorporation, any by-law, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 5. Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of or participant in another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article, Section 145 of the General Corporation Law of the State of Delaware or otherwise.

SECTION 6. Invalidity of any Provisions of this Article. The invalidity or unenforceability of any provision of this Article VIII shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE IX

MISCELLANEOUS

SECTION 1. Corporate Seal. The Board of Directors may provide a suitable seal containing the name of the Company, which shall be maintained by the Secretary. If and when so ordered by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or by any Assistant Secretary or Assistant Treasurer. A facsimile of such seal may be used or it may be reproduced in any other manner.

SECTION 2. Fiscal Year. The fiscal year of the Company shall commence on the 1st day of January and end on the 31st day of December, each year, or otherwise as the Board of Directors may determine.

ARTICLE X

AMENDMENTS

SECTION 1. Amendment by Stockholders. The stockholders shall have sole power to alter, amend or repeal

these By-laws or adopt new by-laws of the Company at any stockholders' annual meeting or at a special meeting called for the purpose. The unanimous approval of those stockholders present and voting upon the question at any such stockholders' meeting shall be required to approve any proposed alteration, amendment or repeal of these By-Laws, except as provided in Section II of Article II of these By-Laws.

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – ASSETS
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Assets			
1		701	Cash	2,025	337	1
2		702	Temporary Cash Investments	43,350	37,950	2
3		703	Special Deposits	0	0	3
			Accounts Receivable			
4		704	– Loan and Notes	0	0	4
5		705	– Interline and Other Balances	348	484	5
6		706	– Customers	5,491	5,477	6
7		707	– Other	975	869	7
8		709, 708	– Accrued Accounts Receivables	14,907	15,046	8
9		708.5	– Receivables from Affiliated Companies	2,010	1,674	9
10		709.5	– Less: Allowance for Uncollectible Accounts	0	0	10
11		710, 711, 714	Working Funds Prepayments Deferred Income Tax Debits	40	99	11
12		712	Materials and Supplies	4,174	5,792	12
13		713	Other Current Assets	40	37	13
14			TOTAL CURRENT ASSETS	73,360	67,765	14
			Other Assets			
15		715, 716, 717	Special Funds	48	48	15
16		721, 721.5	Investments and Advances Affiliated Companies (Schedule 310)	0	0	16
17		722, 723	Other Investments and Advances	0	0	17
18		724	Allowances for Net Unrealized Loss on Noncurrent Marketable Equity Securities–Cr.	0	0	18
19		737, 738	Property Used in Other than Carrier Operation (less Depreciation) $).	1,779	1,601	19
20		739, 741	Other Assets	303	244	20
21		743	Other Deferred Debits	59	13	21
22		744	Accumulated Deferred Income Tax Debits	0	0	22
23			TOTAL OTHER ASSETS	2,189	1,906	23
			Road and Equipment			
24		731, 732	Road (Schedules 330 and 330A)	89,391	88,675	24
25	*		Equipment	165,966	164,183	25
26			Unallocated Items	1,267	1,467	26
27			Accumulated Depreciation and Amortization (Schedules 335, 339; 342, 351)	(118,163)	(111,501)	27
28			Net Road and Equipment	138,461	142,824	28
29	*		TOTAL ASSETS	214,010	212,495	29

NOTES AND REMARKS

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – LIABILITIES AND SHAREHOLDERS' EQUITY
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Liabilities			
30		751	Loans and Notes Payable	0	0	30
31		752	Accounts Payable; Interline and Other Balances	332	258	31
32		753	Audited Accounts and Wages	1,716	2,810	31
33		754	Other Accounts Payable	3,564	1,146	33
34		755, 756	Interest and Dividends Payable	187	206	34
35		757	Payables to Affiliated Companies	589	585	35
36		759	Accrued Accounts Payable	26,632	28,708	36
37		760, 761, 761.5, 762	Taxes Accrued	5,163	4,416	37
38		763	Other Current Liabilities	6,806	7,710	38
39		764	Equipment Obligations and Other Long-Term Debt due Within One Year	20,735	979	39
40			TOTAL CURRENT LIABILITIES	65,724	46,818	40
			Non-Current Liabilities			
41		765, 767	Funded Debt Unmatured	0	0	41
42		766	Equipment Obligations	0	20,735	42
43		766.5	Capitalized Lease Obligations	0	7	43
44		768	Debt in Default	0	0	44
45		769	Accounts payable; Affiliated Companies	0	0	45
46		770.1, 770.2	Unamortized Debt Premium	0	0	46
47		781	Interest in Default	0	0	47
48		783	Deferred Revenues-Transfers from Government Authorities	0	0	48
49		786	Accumulated Deferred Income Tax Credits	48,219	45,997	49
50		771, 772, 774, 775, 782, 784	Other Long-Term Liabilities and Deferred Credits	1,883	2,618	50
51			TOTAL NONCURRENT LIABILITIES	50,102	69,357	51
			Shareholders' Equity			
52		791, 792	Capital Stock: (Schedule 230)	19,100	19,100	52
53			Common Stock	0	0	53
54			Preferred Stock	0	0	54
55			Discount on Capital Stock	0	0	55
56		794, 795	Additional Capital (Schedule 230)	0	0	56
			Retained Earnings:			
57		797	Appropriated	(9,174)	(9,637)	57
58		798	Unappropriated (Schedule 220)	88,258	86,857	58
59		798.1	Net Unrealized Loss on Noncurrent Marketable Equity Securities	0	0	59
60		798.5	Less Treasury Stock	0	0	60
61			Net Stockholders Equity	98,184	96,320	61
62	•		TOTAL LIABILITIES AND SHAREHOLDERS EQUITY	214,010	212,495	62

NOTES AND REMARKS

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – ASSETS
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Assets			
1		701	Cash	1,131	2,025	1
2		702	Temporary Cash Investments	24,988	43,350	2
3		703	Special Deposits	0	0	3
			Accounts Receivable			
4		704	– Loan and Notes	0	0	4
5		705	– Interline and Other Balances	416	348	5
6		706	– Customers	9,983	5,491	6
7		707	– Other	878	975	7
8		709, 708	– Accrued Accounts Receivables	13,849	14,907	8
9		708.5	– Receivables from Affiliated Companies	2,508	2,010	9
10		709.5	– Less: Allowance for Uncollectible Accounts	0	0	10
11		710, 711, 714	Working Funds Prepayments Deferred Income Tax Debits	226	40	11
12		712	Materials and Supplies	3,682	4,174	12
13		713	Other Current Assets	43	40	13
14			TOTAL CURRENT ASSETS	57,704*	73,360	14
			Other Assets			
15		715, 716, 717	Special Funds	25	48	15
16		721, 721.5	Investments and Advances Affiliated Companies (Schedule 310)	0	0	16
17		722, 723	Other Investments and Advances	0	0	17
18		724	Allowances for Net Unrealized Loss on Noncurrent Marketable Equity Securities–Cr.	0	0	18
19		737, 738	Property Used in Other than Carrier Operation (less Depreciation) $).	1,779*	1,779	19
20		739, 741	Other Assets	204	303	20
21		743	Other Deferred Debits	230	59	21
22		744	Accumulated Deferred Income Tax Debits	0	0	22
23			TOTAL OTHER ASSETS	2,238*	2,189	23
			Road and Equipment			
24		731, 732	Road (Schedules 330 and 330A)	88,729	89,391	24
25			Equipment	159,029	165,966	25
26			Unallocated Items	1,466	1,267	26
27			Accumulated Depreciation and Amortization (Schedules 335, 342, 351)	(119,741)	(118,163)	27
28			Net Road and Equipment	129,483	138,461	28
29	*		TOTAL ASSETS	189,425	214,010	29

NOTES AND REMARKS

G.P.O. Jkt. 483-592

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – LIABILITIES AND SHAREHOLDERS' EQUITY
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Liabilities			
30		751	Loans and Notes Payable	0	0	30
31		752	Accounts Payable; Interline and Other Balances	257	332	31
32		753	Audited Accounts and Wages	2,174	1,716	32
33		754	Other Accounts Payable	3,228	3,564	33
34		755, 756	Interest and Dividends Payable	0	187	34
35		757	Payables to Affiliated Companies	1,093	589	35
36		759	Accrued Accounts Payable	24,174	26,632	36
37		760, 761, 761.5, 762	Taxes Accrued	4,466	5,163	37
38		763	Other Current Liabilities	7,840	6,806	38
39		764	Equipment Obligations and Other Long-Term Debt due Within One Year		20,735	39
40			TOTAL CURRENT LIABILITIES	43,232	65,724	40
			Non-Current Liabilities			
41		765, 767	Funded Debt Unmatured	0	0	41
42		766	Equipment Obligations	0	0	42
43		766.5	Capitalized Lease Obligations	0	0	43
44		768	Debt in Default	0	0	44
45		769	Accounts payable; Affiliated Companies	0	0	45
46		770.1, 770.2	Unamortized Debt Premium	0	0	46
47		781	Interest in Default	0	0	47
48		783	Deferred Revenues-Transfers from Government Authorities	0	0	48
49		786	Accumulated Deferred Income Tax Credits	48,546	48,219	49
50		771, 772, 774, 775, 782, 784	Other Long-Term Liabilities and Deferred Credits	1,581	1,883	50
51			TOTAL NONCURRENT LIABILITIES	50,127	50,102	51
			Shareholders' Equity			
52		791, 792	Total Capital Stock: (Schedule 230) (L 53&54)	19,100	19,100	52
53			Common Stock	0	0	53
54			Preferred Stock	0	0	54
55			Discount on Capital Stock	0	0	55
56		794, 795	Additional Capital (Schedule 230)	0	0	56
			Retained Earnings:			
57		797	Appropriated	0	(9,174)	57
58		798	Unappropriated (Schedule 220)	76,966	88,258	58
59		798.1	Net Unrealized Loss on Noncurrent Marketable Equity Securities		0	59
60		798.5	Less Treasury Stock		0	60
61			Net Stockholders Equity	96,066	98,184	61
62	•		TOTAL LIABILITIES AND SHAREHOLDERS EQUITY	189,425	214,010	62

NOTES AND REMARKS

G.P.O. Jkt. 483-592

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – ASSETS
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Assets			
1		701	Cash	1,482	1,131	1
2		702	Temporary Cash Investments	28,117	24,988	2
3		703	Special Deposits	0	0	3
			Accounts Receivable			
4		704	– Loan and Notes	0	0	4
5		705	– Interline and Other Balances	202	416	5
6		706	– Customers	8,189	9,983	6
7		707	– Other	1,052	878	7
8		709, 708	– Accrued Accounts Receivables	8,355	13,849	8
9		708.5	– Receivables from Affiliated Companies	26	2,508	9
10		709.5	– Less: Allowance for Uncollectible Accounts	0	0	10
11		710, 711, 714	Working Funds Prepayments Deferred Income Tax Debits	227	226	11
12		712	Materials and Supplies	3,199	3,682	12
13		713	Other Current Assets	45	43	13
14			TOTAL CURRENT ASSETS	50,894	57,704	14
			Other Assets			
15		715, 716, 717	Special Funds	0	25	15
16		721, 721.5	Investments and Advances Affiliated Companies (Schedule 310 and 310A)	0	0	16
17		722, 723	Other Investments and Advances	0	0	17
18		724	Allowances for Net Unrealized Loss on Noncurrent Marketable Equity Securities–Cr.	0	0	18
19		737, 738	Property Used in Other than Carrier Operation (less Depreciation) $).	1,706	1,779	19
20		739, 741	Other Assets	1,984	204	20
21		743	Other Deferred Debits	591	230	21
22		744	Accumulated Deferred Income Tax Debits	0	0	22
23			TOTAL OTHER ASSETS	4,281	2,238	23
			Road and Equipment			
24		731, 732	Road (Schedules 330 and 330A)	86,740	88,729	24
25			Equipment	141,165	159,029	25
26			Unallocated Items	1,205	1,466	26
27			Accumulated Depreciation and Amortization (Schedules 335, 342, 351)	(112,539)	(119,741)	27
28			Net Road and Equipment	116,571	129,483	28
29	•		TOTAL ASSETS	171,746	189,425	29

NOTES AND REMARKS

Road Initials: EJ&E Year 19 86

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – LIABILITIES AND SHAREHOLDERS' EQUITY
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Liabilities			
30		751	Loans and Notes Payable	0	0	30
31		752	Accounts Payable; Interline and Other Balances	148	257	31
32		753	Audited Accounts and Wages	1,477	5,402	32
33		754	Other Accounts Payable	0	0	33
34		755, 756	Interest and Dividends Payable	0	0	34
35		757	Payables to Affiliated Companies	931	1,093	35
36		759	Accrued Accounts Payable	16,681	24,174	36
37		760, 761, 761.5, 762	Taxes Accrued	1,255	4,466	37
38		763	Other Current Liabilities	5,591	7,840	38
39		764	Equipment Obligations and Other Long-Term Debt due Within One Year	0	0	39
40			TOTAL CURRENT LIABILITIES	26,083	43,232	40
			Non-Current Liabilities			
41		765, 767	Funded Debt Unmatured	0	0	41
42		766	Equipment Obligations	0	0	42
43		766.5	Capitalized Lease Obligations	0	0	43
44		768	Debt in Default	0	0	44
45		769	Accounts payable; Affiliated Companies	0	0	45
46		770.1, 770.2	Unamortized Debt Premium	0	0	46
47		781	Interest in Default	0	0	47
48		783	Deferred Revenues-Transfers from Government Authorities	0	0	48
49		786	Accumulated Deferred Income Tax Credits	45,646	48,546	49
50		771, 772, 774, 775, 782, 784	Other Long-Term Liabilities and Deferred Credits	5,359	1,581	50
51			TOTAL NONCURRENT LIABILITIES	51,005	50,127	51
			Shareholders' Equity			
52		791, 792	Total Capital Stock: (Schedule 230) (L 53&54)	19,100	19,100	52
53			Common Stock	0	0	53
54			Preferred Stock	0	0	54
55			Discount on Capital Stock	0	0	55
56		794, 795	Additional Capital (Schedule 230)	0	0	56
			Retained Earnings:			
57		797	Appropriated	0	0	57
58		798	Unappropriated (Schedule 220)	75,558	76,966	58
59		798.1	Net Unrealized Loss on Noncurrent Marketable Equity Securities	0	0	59
60		798.5	Less Treasury Stock	0	0	60
61			Net Stockholders Equity	94,658	96,066	61
62	*		TOTAL LIABILITIES AND SHAREHOLDERS EQUITY	171,746	189,425	62

NOTES AND REMARKS

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – ASSETS
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Assets			
1		701	Cash	2,421	1,482	1
2		702	Temporary Cash Investments	37,243	28,117	2
3		703	Special Deposits	0	0	3
			Accounts Receivable			
4		704	– Loan and Notes	0	0	4
5		705	– Interline and Other Balances	375	202	5
6		706	– Customers	13,902	8,189	6
7		707	– Other	734	1,052	7
8		709, 708	– Accrued Accounts Receivables	13,176	8,355	8
9		708.5	– Receivables from Affiliated Companies	2,263	26	9
10		709.5	– Less: Allowance for Uncollectible Accounts		0	10
11		710, 711, 714	Working Funds Prepayments Deferred Income Tax Debits	356	227	11
12		712	Materials and Supplies	2,718	3,199	12
13		713	Other Current Assets	45	45	13
14			TOTAL CURRENT ASSETS	73,233	50,894	14
			Other Assets			
15		715, 716, 717	Special Funds	0	0	15
16		721, 721.5	Investments and Advances Affiliated Companies (Schedule 310 and 310A)	0	0	16
17		722, 723	Other Investments and Advances	0	0	17
18		724	Allowances for Net Unrealized Loss on Noncurrent Marketable Equity Securities–Cr.	0	0	18
19		737, 738	Property Used in Other than Carrier Operation (less Depreciation) $).	1,657	1,706	19
20		739, 741	Other Assets	536	1,984	20
21		743	Other Deferred Debits	680	591	21
22		744	Accumulated Deferred Income Tax Debits	0	0	22
23			TOTAL OTHER ASSETS	2,873	4,281	23
			Road and Equipment			
24		731, 732	Road (Schedules 330 and 330A)	85,624	86,740	24
25			Equipment	132,685	141,165	25
26			Unallocated Items	2,188	1,205	26
27			Accumulated Depreciation and Amortization (Schedules 335, 342, 351)	(112,477)	(112,539)	27
28			Net Road and Equipment	108,020	116,571	28
29	*		TOTAL ASSETS	184,126	171,746	29

NOTES AND REMARKS

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – LIABILITIES AND SHAREHOLDERS' EQUITY
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Liabilities			
30		751	Loans and Notes Payable	0	0	30
31		752	Accounts Payable; Interline and Other Balances	216	148	31
32		753	Audited Accounts and Wages	2,724	1,477	32
33		754	Other Accounts Payable	0	0	33
34		755, 756	Interest and Dividends Payable	0	0	34
35		757	Payables to Affiliated Companies	607	931	35
36		759	Accrued Accounts Payable	21,774	16,681	36
37		760, 761, 761.5, 762	Taxes Accrued	12,874	1,255	37
38		763	Other Current Liabilities	11,427	5,591	38
39		764	Equipment Obligations and Other Long-Term Debt due Within One Year	0	0	39
40			TOTAL CURRENT LIABILITIES	49,622	26,083	40
			Non-Current Liabilities			
41		765, 767	Funded Debt Unmatured	0	0	41
42		766	Equipment Obligations	0	0	42
43		766.5	Capitalized Lease Obligations	0	0	43
44		768	Debt in Default	0	0	44
45		769	Accounts payable; Affiliated Companies	0	0	45
46		770.1, 770.2	Unamortized Debt Premium	0	0	46
47		781	Interest in Default	0	0	47
48		783	Deferred Revenues-Transfers from Government Authorities	0	0	48
49		786	Accumulated Deferred Income Tax Credits	43,445	45,646	49
50		771, 772, 774, 775, 782, 784	Other Long-Term Liabilities and Deferred Credits	6,356	5,359	50
51			TOTAL NONCURRENT LIABILITIES	49,801	51,005	51
			Shareholders' Equity			
52		791, 792	Total Capital Stock: (Schedule 230) (L 53&54)	19,100	19,100	52
53			Common Stock	0	0	53
54			Preferred Stock	0	0	54
55			Discount on Capital Stock	0	0	55
56		794, 795	Additional Capital (Schedule 230)	0	0	56
			Retained Earnings:			
57		797	Appropriated	0	0	57
58		798	Unappropriated (Schedule 220)	65,603	75,558	58
59		798.1	Net Unrealized Loss on Noncurrent Marketable Equity Securities		0	59
60		798.5	Less Treasury Stock		0	60
61			Net Stockholders Equity	84,703	94,658	61
62	*		TOTAL LIABILITIES AND SHAREHOLDERS EQUITY	184,126	171,746	62

NOTES AND REMARKS

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – ASSETS
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Assets			
1		701	Cash	1,576	2,421	1
2		702	Temporary Cash Investments	7,032	37,243	2
3		703	Special Deposits	0	0	3
4		704	Accounts Receivable – Loan and Notes	0	0	4
5		705	– Interline and Other Balances	410	375	5
6		706	– Customers	17,463	13,902	6
7		707	– Other	1,012	734	7
8		709, 708	– Accrued Accounts Receivables	12,291	13,176	8
9		708.5	– Receivables from Affiliated Companies	913	2,263	9
10		709.5	– Less: Allowance for Uncollectible Accounts	0		10
11		710, 711, 714	Working Funds Prepayments Deferred Income Tax Debits	504	356	11
12		712	Materials and Supplies	3,001	2,718	12
13		713	Other Current Assets	50	45	13
14			TOTAL CURRENT ASSETS	44,252	73,233	14
			Other Assets			
15		715, 716, 717	Special Funds	0	0	15
16		721, 721.5	Investments and Advances Affiliated Companies (Schedule 310 and 310A)	0	0	16
17		722, 723	Other Investments and Advances	0	0	17
18		724	Allowances for Net Unrealized Loss on Noncurrent Marketable Equity Securities–Cr.	0	0	18
19		737, 738	Property Used in Other than Carrier Operation (less Depreciation) $	1,066	1,657	19
20		739, 741	Other Assets	435	536	20
21		743	Other Deferred Debits	127	680	21
22		744	Accumulated Deferred Income Tax Debits	0	0	22
23			TOTAL OTHER ASSETS	1,628	2,873	23
			Road and Equipment			
24		731, 732	Road (Schedules 330 and 330A)	86,101	85,624	24
25			Equipment	130,588	132,685	25
26			Unallocated Items	1,792	2,188	26
27			Accumulated Depreciation and Amortization (Schedules 335, 342, 351)	(115,789)	(112,477)	27
28			Net Road and Equipment	102,692	108,020	28
29	•		TOTAL ASSETS	148,572	184,126	29

NOTES AND REMARKS

Road Initials: EJ&E Year 19 88

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – LIABILITIES AND SHAREHOLDERS' EQUITY
(Dollars in Thousands)

Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)	Balance at beginning of year (c)	Line No.
			Current Liabilities			
30		751	Loans and Notes Payable	0	0	30
31		752	Accounts Payable; Interline and Other Balances	493	216	31
32		753	Audited Accounts and Wages	2,231	2,724	32
33		754	Other Accounts Payable	0	0	33
34		755, 756	Interest and Dividends Payable	125	0	34
35		757	Payables to Affiliated Companies	708	607	35
36		759	Accrued Accounts Payable	21,537	21,774	36
37		760, 761, 761.5, 762	Taxes Accrued	2,439	12,874	37
38		763	Other Current Liabilities	10,548	11,427	38
39		764	Equipment Obligations and Other Long-Term Debt due Within One Year	0	0	39
40			TOTAL CURRENT LIABILITIES	38,081	49,622	40
			Non-Current Liabilities			
41		765, 767	Funded Debt Unmatured	0	0	41
42		766	Equipment Obligations	0	0	42
43		766.5	Capitalized Lease Obligations	0	0	43
44		768	Debt in Default	0	0	44
45		769	Accounts payable; Affiliated Companies	0	0	45
46		770.1, 770.2	Unamortized Debt Premium	0	0	46
47		781	Interest in Default	0	0	47
48		783	Deferred Revenues-Transfers from Government Authorities	0	0	48
49		786	Accumulated Deferred Income Tax Credits	10,184	43,445	49
50		771, 772, 774, 775, 782, 784	Other Long-Term Liabilities and Deferred Credits	1,652	6,356	50
51			TOTAL NONCURRENT LIABILITIES	12,466	49,801	51
			Shareholders' Equity			
52		791, 792	Total Capital Stock: (Schedule 230) (L 53&54)	19,100	19,100	52
53			Common Stock	0	0	53
54			Preferred Stock	0	0	54
55			Discount on Capital Stock	0	0	55
56		794, 795	Additional Capital (Schedule 230)	0	0	56
			Retained Earnings:			
57		797	Appropriated	0	0	57
58		798	Unappropriated (Schedule 220)	78,925	65,603	58
59		798.1	Net Unrealized Loss on Noncurrent Marketable Equity Securities	0	0	59
60		798.5	Less Treasury Stock	0	0	60
61			Net Stockholders Equity	98,025	84,703	61
62	*		TOTAL LIABILITIES AND SHAREHOLDERS EQUITY	148,572	184,126	62

NOTES AND REMARKS

Road Initials: EJ&E Year 19 80

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – ASSETS
(Dollars in Thousands)

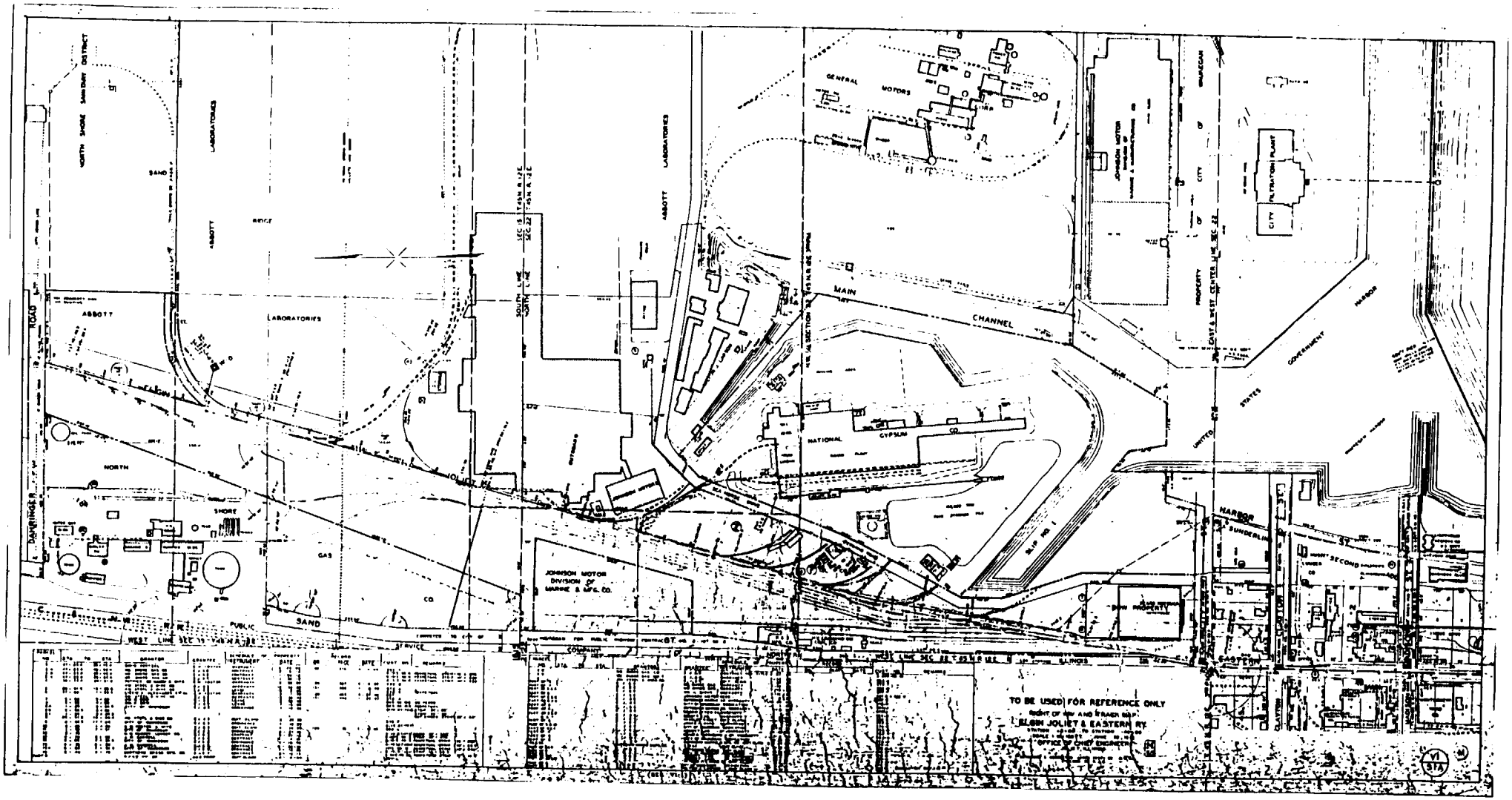
Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)
			Current Assets	
1		701	Cash	165
2		702	Temporary Cash Investments	4,850
3		703	Special Deposits	
			Accounts Receivable	
4		704	– Loan and Notes	0
5		705	– Interline and Other Balances	240
6		706	– Customers	13,719
7		707	– Other	1,870
8		709, 708	– Accrued Accounts Receivables	12,384
9		708.5	– Receivables from Affiliated Companies	85
10		709.5	– Less: Allowance for Uncollectible Accounts	0
11		710, 711, 714	Working Funds Prepayments Deferred Income Tax Debits	585
12		712	Materials and Supplies	2,528
13		713	Other Current Assets	145
14			TOTAL CURRENT ASSETS	36,571
			Other Assets	
15		715, 716, 717	Special Funds	1,067
16		721, 721.5	Investments and Advances Affiliated Companies (Schedule 310 and 310A)	0
17		722, 723	Other Investments and Advances	28
18		724	Allowances for Net Unrealized Loss on Noncurrent Marketable Equity Securities–Cr.	0
19		737, 738	Property Used in Other than Carrier Operation (less Depreciation) $).	5,403
20		739, 741	Other Assets	2,444
21		743	Other Deferred Debits	1,234
22		744	Accumulated Deferred Income Tax Debits	
23			TOTAL OTHER ASSETS	10,176
			Road and Equipment	
24		731, 732	Road (Schedules 330 and 330A)	59,325
25			Equipment	72,255
26			Unallocated Items	651
27			Accumulated Depreciation and Amortization (Schedules 335, 342, 351)	(9,236)
28			Net Road and Equipment	122,995
29	•		TOTAL ASSETS	169,742

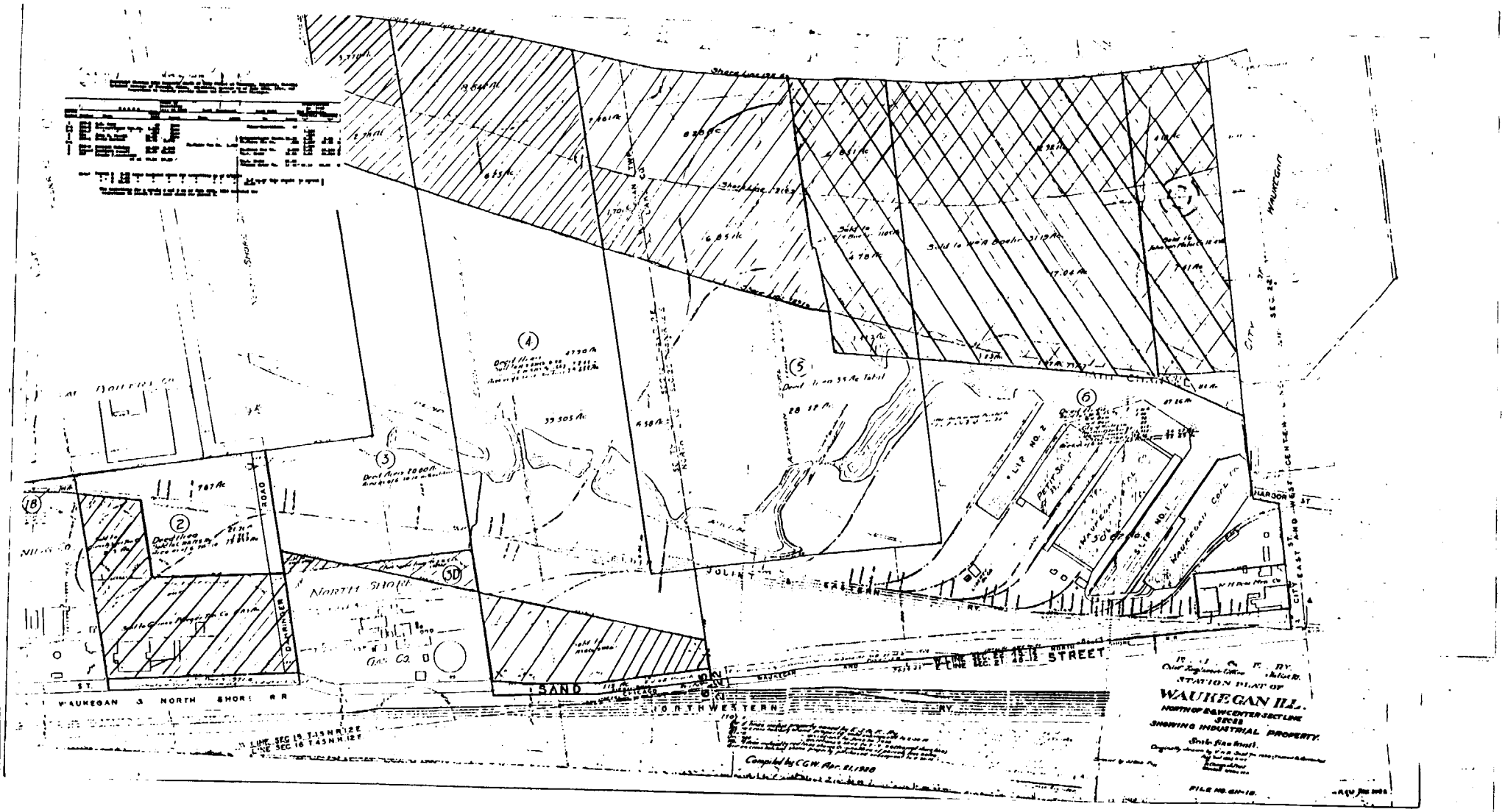
NOTES AND REMARKS

200. COMPARATIVE STATEMENT OF FINANCIAL POSITION – LIABILITIES AND SHAREHOLDERS' EQUITY
(Dollars in Thousands)

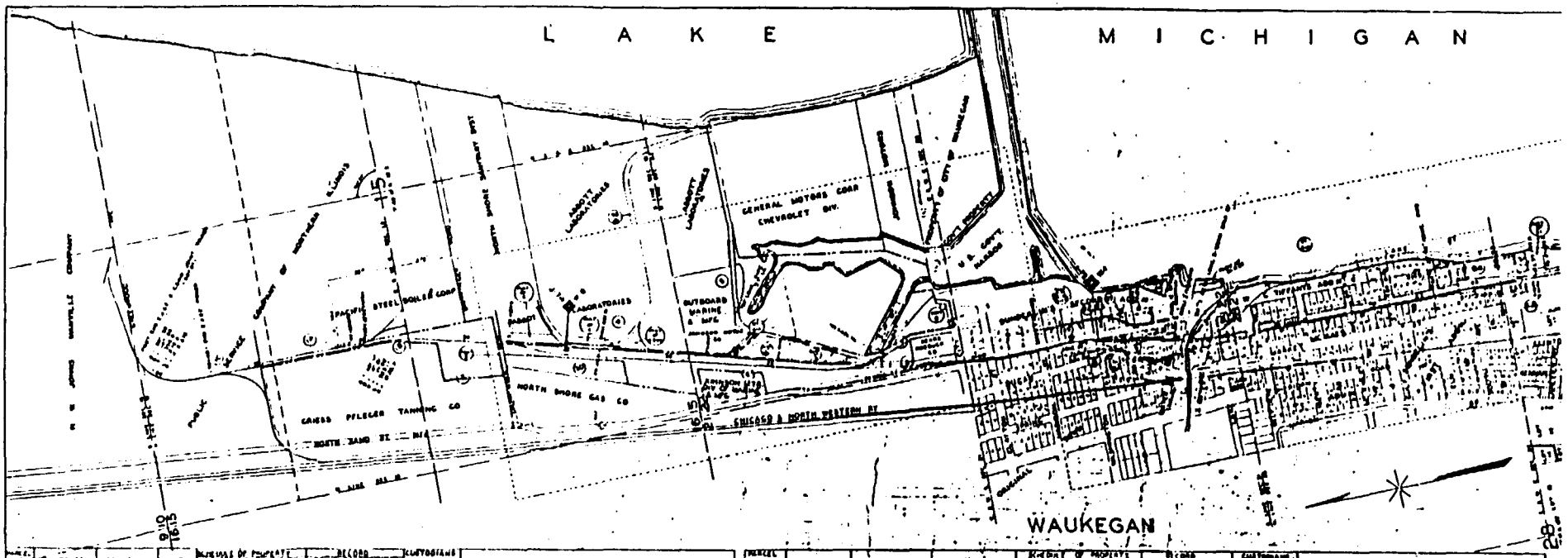
Line No.	Cross Check	Account	Title (a)	Balance at close of year (b)
			Current Liabilities	
30		751	Loans and Notes Payable	0
31		752	Accounts Payable: Interline and Other Balances	302
32		753	Audited Accounts and Wages	3,964
33		754	Other Accounts Payable	0
34		755, 756	Interest and Dividends Payable	789
35		757	Payables to Affiliated Companies	702
36		759	Accrued Accounts Payable	19,865
37		760, 761, 761.5, 762	Taxes Accrued	2,168
38		763	Other Current Liabilities	11,774
39.		764	Equipment Obligations and Other Long-Term Debt due Within One Year	0
40			TOTAL CURRENT LIABILITIES	39,564
			Non-Current Liabilities	
41		765, 767	Funded Debt Unmatured	0
42		766	Equipment Obligations	82,256
43		766.5	Capitalized Lease Obligations	0
44		768	Debt in Default	0
45		769	Accounts payable: Affiliated Companies	0
46		770.1, 770.2	Unamortized Debt Premium	0
47		781	Interest in Default	0
48		783	Deferred Revenues-Transfers from Government Authorities	0
49		786	Accumulated Deferred Income Tax Credits	967
50		771, 772, 774, 775, 782, 784	Other Long-Term Liabilities and Deferred Credits	6,062
51			TOTAL NONCURRENT LIABILITIES	89,285
			Shareholders' Equity	
52		791, 792	Total Capital Stock: (Schedule 230) (L 53&54)	1
53			Common Stock	0
54			Preferred Stock	0
55			Discount on Capital Stock	0
56		794, 795	Additional Capital (Schedule 230)	0
			Retained Earnings:	
57		797	Appropriated	0
58		798	Unapropriated (Schedule 220)	40,892
59		798.1	Net Unrealized Loss on Noncurrent Marketable Equity Securities	
60		798.5	Less Treasury Stock	
61			Net Stockholders Equity	40,893
62	•		TOTAL LIABILITIES AND SHAREHOLDERS EQUITY	169,742

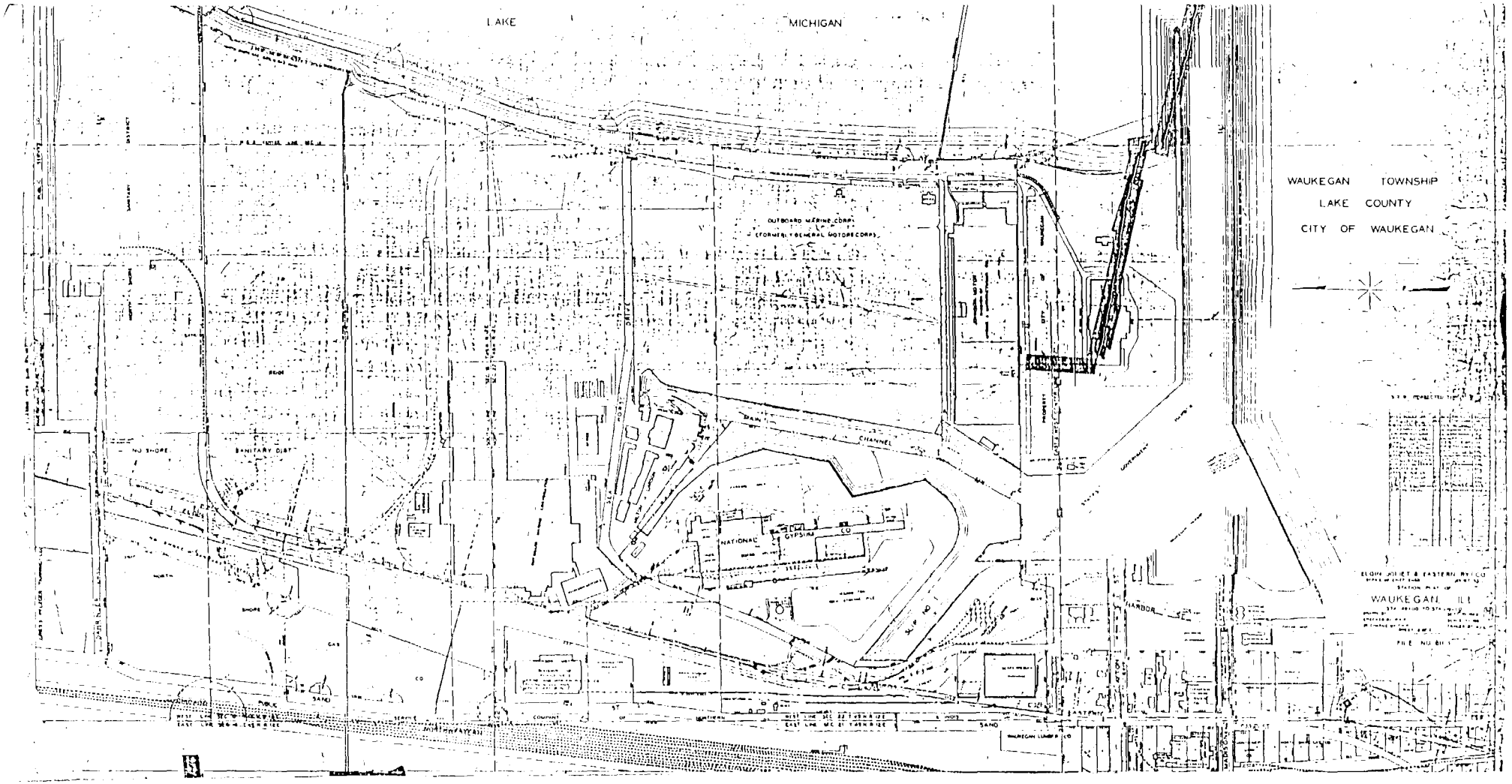
NOTES AND REMARKS


NORTH SHORE SANITARY DISTRICT
ABBOTT LABORATORIES
ABBOTT LABORATORIES
GENERAL MOTORS
MAIN CHANNEL
NATIONAL GYPSUM
JOHNSON MOTOR DIVISION OF MARINE & MFG. CO.
CITY FILTRATION PLANT
CITY OF WAUKEGAN
PROPERTY
UNITED STATES GOVERNMENT
HARBOR
NORTH SHORE GAS CO.
SAND RIDGE
PUBLIC SERVICE COMPANY
ELGIN JOLIET & EASTERN RY.
TO BE USED FOR REFERENCE ONLY



STATION PLAT OF
WAUKEGAN ILL.
NORTH OF E.&W. CENTER SECT. LINE
SEC. 22
SHOWING INDUSTRIAL PROPERTY.
Scale fine feet.
FILE NO. GH-18.
Compiled by C.G.W. Apr. 21, 1938
WAUKEGAN & NORTH SHORE R.R.
NORTH SHORE
SAND
STREET
NORTHWESTERN
RY.
JOLIET & EASTERN
RY.
SLIP NO. 2
SLIP NO. 1
WAUKEGAN
HARBOR ST.
CITY ST.
EAST AND WEST CENTER LINE
DAHRINGER ROAD
Dead Area 20.00 Ac.
Dead Area 35 Ac. Total
39.505 Ac.
28.12 Ac.
17.04 Ac.
6.85 Ac.
4.78 Ac.
4.61 Ac.
8.20 Ac.
8.64 Ac.
7.61 Ac.
7.67 Ac.


LAKE MICHIGAN
WAUKEGAN
GENERAL MOTORS CORP
CHEVROLET DIV.
ABBOTT LABORATORIES
PACKER STEEL BOILER CORP
NORTH SHORE GAS CO
CHICAGO & NORTH WESTERN RY
GRASS PFLEGER TANNING CO
NORTH BAND ST
ELGIN JOLIET & EASTERN RR


LAKE MICHIGAN
WAUKEGAN TOWNSHIP
LAKE COUNTY
CITY OF WAUKEGAN
OUTBOARD MARINE CORP.
(FORMERLY GENERAL MOTORS CORP.)
NO SHORE
SANITARY DIST
MAIN CHANNEL
NATIONAL GYPSUM CO
HARBOR
WAUKEGAN ILL
ELGIN JOLIET & EASTERN RY CO
STATION PLAT OF
FILE NO 811
SAND
NORTHWESTERN
WAUKEGAN LUMBER CO