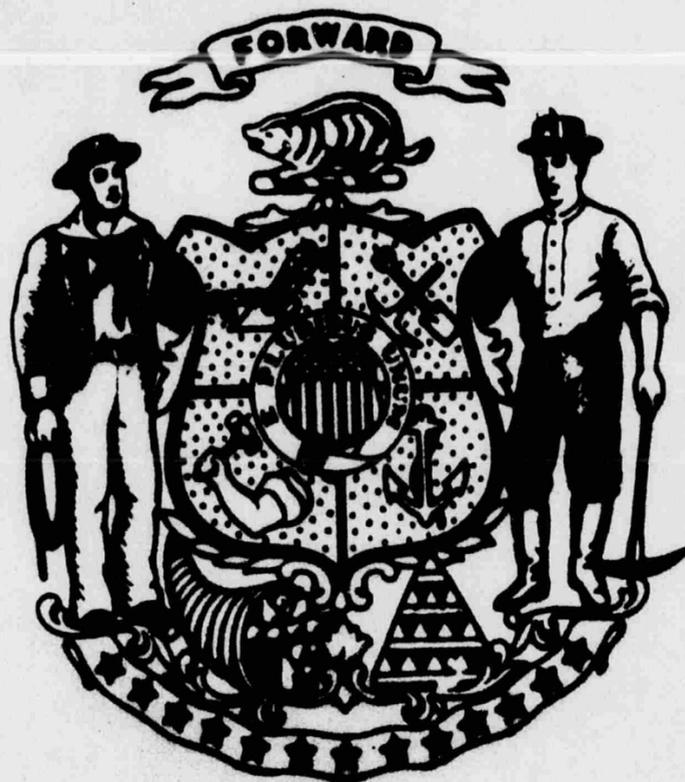


REEL 52
NO.

STATE OF WISCONSIN



SECRETARY
OF STATE

RAILROAD

MORTGAGES

VOL.

52

414.53

WISCONSIN REAL ESTATE TRANSFER RETURN

Wisconsin Department of Revenue

Name, Address and Social Security Number of Grantor Chicago, Milwaukee, St. Paul and Pacific Railroad Company, 516 West Jackson Blvd., Chicago, IL 60606	Name, Full Address and Social Security Number of Grantee John J. Schaefer 54 Copeland Avenue La Crosse, Wisconsin 54601
Is grantor related to grantee? (Blood or Marriage) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name and Address to which tax bills should be sent same as grantee	

PART I - PROPERTY TRANSFERRED

County of: La Crosse	Check proper box and enter name of municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Village OF: La Crosse <input type="checkbox"/> Town	Street address of property transferred
--------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------

Legal Description (Fill in legal description in space below or attach 2 copies of full legal description from instrument of conveyance)

Lot No. _____ Block No. _____ Plat Name _____
Town _____ Range _____ Section _____ Property Parcel Number _____

or metes and bounds description: A strip of land Thirty (30) feet in width running Northerly and Southerly through Block 19 of Northern Addition to the City of LaCrosse, the Easterly line of said strip of land shall run in a straight line from a point on the North line of Block 19, 90 feet West of the Northeast corner of the Block to a point on the South line of the Block, 145 feet West of the Southeast corner of the Block; also, all that part of the North Half of vacated Iron Street, as shown on the plat of said Northern Addition to the City of La Crosse, lying between a southwesterly extension of the East and West lines of the aforescribed 30 foot wide strip of land; containing, in the aggregate, 8,250 square feet of land, more or less. Together with approximately 275 lineal feet of track thereon.

PART II - PHYSICAL DESCRIPTION AND INTENDED USE

<p>1. Kind of Property</p> <p>a. <input checked="" type="checkbox"/> Land Only <input type="checkbox"/> New Construction <input type="checkbox"/> Building Previously Used</p> <p>b. <input type="checkbox"/> Residential Units, if any <input type="checkbox"/> One Family <input type="checkbox"/> 2 thru 7 Units <input type="checkbox"/> 8 or more Units</p>	<p>2. Principal Intended Use</p> <p>a. <input type="checkbox"/> Residential b. <input checked="" type="checkbox"/> Commercial c. <input type="checkbox"/> Industrial d. <input type="checkbox"/> Agricultural e. <input type="checkbox"/> Recreational f. <input type="checkbox"/> Other (Explain) _____</p>	<p>3. Land Area and Type</p> <p>a. Lot Size - Estimated <input type="checkbox"/> _____ X _____</p> <p>b. _____ Total Acres - Estimated 1. _____ Tillable Acres 2. _____ W.T.L. Acres 3. _____ F.C. Acres</p> <p>c. _____ Feet of Water Frontage Estimated <input type="checkbox"/></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PART III - TRANSFER

1. Sale 2. Gift 3. Exchange 4. Deed in satisfaction of L.C. dated _____ 5. Other Explain Here

PART IV - COMPUTATION OF FEE

1. Total value of REAL ESTATE transferred (purchase price, etc.) \$ 10,000.00
 2. Ownership interest transferred Full Other (Explain) \$ 10.00
 3. Fee \$ _____
 4. In your opinion, was this sale or transfer made at fair market value? Yes No No opinion (If no or no opinion, Explain Here)

I (We) declare under penalty of law, that this return (including any accompanying schedule) has been examined by me (us) and to the best of my (our) knowledge and belief it is true, correct and complete.

Sign Here →	Signature of Grantee or Agent		Date			
	<i>[Signature]</i>		June 16, 1980			
LEAVE THIS AREA BLANK	Document No.	Vol. (Reel)	Page (Image)	Date Recorded	Date and Kind of Conveyance	
	<i>76743</i>	<i>145</i>	<i>764</i>	<i>7/16/80</i>	<i>4/1/80</i>	
	Parcel Number		19 _____	19 _____	County Code	District Code
	A	B	C	D	E	F
			L _____	L _____	1 Office 2 Field 3 Use 4 Reject	
			I _____	I _____	Ratio	Consideration
			T _____	T _____		

907813

VCL 645 PAGE 764

QUITCLAIM DEED

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19 of said Court entered March 6, 1978, for and in consideration of the sum of \$10,000.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto JOHN J. SCHAEFER, 54 Copeland Avenue, LaCrosse, Wisconsin 54601, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate situated and being in LaCrosse County, Wisconsin, to-wit:

A strip of land thirty (30) feet in width running Northerly and Southerly through Block 19 of Northern Addition to the City of LaCrosse, the Easterly line of said strip of land shall run in a straight line from a point on the North line of Block 19, 90 feet West of the Northeast corner of the Block to a point on the South line of the Block, 145 feet West of the Southeast corner of the Block; also, all that part of the North Half of vacated Iron Street, as shown on the plat of said Northern Addition to the City of LaCrosse, lying between a southwesterly extension of the East and West lines of the aforescribed 30 foot wide strip of land; containing, in the aggregate, 8,250 square feet of land, more or less.

Together with approximately 275 lineal feet of track thereon.

This conveyance is subject to all existing rights of way, easements, licenses and permits, whether or not of record, and to all exceptions and reservations of record.

JUN 16 1980
 RECORDED
 AT 4:50 P.M.
 CHARLES R. WHALEY, JR.
 REGISTER OF DEEDS
 La Crosse County, Wis.
 TRANSFER
 \$10.00
 FEE

VCL 645 PAGE 765

IN WITNESS WHEREOF, this instrument is executed in the name of said Trustee and on his behalf by B. H. BOBBITT thereunto duly authorized this JUNE 9 1980.

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By B. H. Bobbitt
 B. H. BOBBITT Asst. Vice President

WITNESS:

B. Grudnowski
 For said Trustee Secretary

G. S. GRUDNOWSKI

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R. H. Keegan, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

bearing the designation "Real Estate Sales" in the Continental Illinois National Bank and Trust Company of Chicago and shall be invested in short-term securities of the United States government in accordance with instructions from the Trustee or a person designated by him;

(4) the Trustee shall maintain records with respect to any portions of the proceeds of sales authorized by this order which may be subject to liens prior to those imposed by the First Mortgage of the Debtor; and

(5) in accordance with Rule 8-509(b), the Trustee shall give notice by mail of proposed sales pursuant to this order to the indenture trustees under mortgages applicable to the property to be sold. This notice shall contain a representation by the Trustee or an individual designated by him that in his opinion, the price for the property is fair and that the sale is in the best interests of the estate. Unless a motion for relief is made within 25 days of the mailing of the notice by a person with an interest in the property or other party in interest, the sale shall be deemed approved.

(6) the Trustee may designate in writing individuals who may execute on his behalf deeds and other documents required to implement the authority granted herein.

(7) the authority granted in this order is limited to sales or exchanges which would, in the absence of a default, be permissible under the terms of any mortgage constituting a lien on the property sold or exchanged except that the documentation and release procedures provided for under such mortgage shall not be required.

THOMAS R. MCNULTEN, JUDGE
District Judge
Received this 23 day of April A.D. 1982 at 3 o'clock P.M. and recorded in Vol. 152 of RRM on page 14
Secretary of State

DATED: March 6, 1978

DEED NO. 82676

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of FOUR THOUSAND AND NO/100

----- DOLLARS (\$ 4,000.00), conveys and quitclaims to SANNA, INCORPORATED

of _____ of GRANTEE, all interest in the following described real estate situated in the _____ Village of _____ Vesper _____, County of _____ Wood _____, and the State of _____ Wisconsin _____

to wit:

That part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 23 North, Range 4 East of the Fourth Principal Meridian, bounded as follows: On the Southeast (East) by the East line of said Section 12; On the Southwest by a line parallel with and distant 75 feet Southwesterly, measured at right angles and radially, from the center line of the main track of the Princeton and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 12; On the Northwest by the Northwesterly line of Ryland Street; And on the Northeast by a line parallel with and distant 30 feet Southwesterly, measured at right angles, and radially, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located.

Grantor further grants unto Grantee, its successors and assigns, and those whom it may elect, the right to use, occupy and enjoy the following described real estate, to wit:

That part of the Southeast Quarter of the Southeast Quarter of said Section 12, bounded as follows: On the Southwest by a line parallel with and distant 75 feet Southwesterly, measured radially, from said original main track center line; On the Southeast by the Northwesterly line of Ryland Street; On the Northeast by a line parallel with and distant 9.5 feet Northeasterly, measured radially, from the center line, and the Northwesterly extension thereof, of Chicago and North Western Transportation Company spur track I.C.C. No. 51; And on the Northwest by a line drawn radially to the Northwesterly extension of said spur track center line at a point thereon distant 15 feet Northwesterly from the Northwesterly end thereof.

for the proper maintenance and operation of the track located thereon, until such time as Grantee, its successors or assigns, shall permanently abandon the use of said tracks and remove the same from said real estate.

DEED NO. 82676

Form 2600-B

Authorization No. P-934

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use, any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance Grantee, for itself, its successors and assigns, agrees to take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements relating to land platting and use.

DATED this 24th day of March, 1982

Signed, Sealed and Delivered in Presence of:

Donna Gargano

Mary A. Clancy

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606

Chicago and North Western Transportation Company

By Robert W. Mickey, Vice President

Attest Joan A. Schramm, Assistant Secretary

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 24th of March, 1982

Richard S. Kennerley
Notary Public, in and for the County of Cook, in the State of Illinois.
My Commission Expires: November 8, 1984

STATE OF WISCONSIN } ss.
Department of State }
Received this 28 day of April, A.D. 1982 at 1:30 o'clock P.M. and recorded in Vol. 52 of RRM on page 711
Secretary of State

QUIT-CLAIM DEED
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
TO
State of _____) ss.
County of _____)
This instrument was filed for record in the _____ Office, in and for said County, on the _____ day of _____ A.D. 19____ at _____ o'clock and recorded in _____ of _____ thereof.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware Corporation, Vendor, for and in consideration of the sum of Ten Thousand Five Hundred Ninety-Four Dollars (\$10,594.00) to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby SELL, TRANSFER and DELIVER unto SANNA, INCORPORATED, Vendee, the undivided interest of Vendor in and to the following described railroad track located at Vesper, Wisconsin as shown in blue color on the map dated October 12, 1981, marked Exhibit "A" attached hereto and by reference incorporated herein.

Track No.	Length
ICC #51 - Side track used to service Vendee at Vesper, Wisconsin	Approximately 845 feet

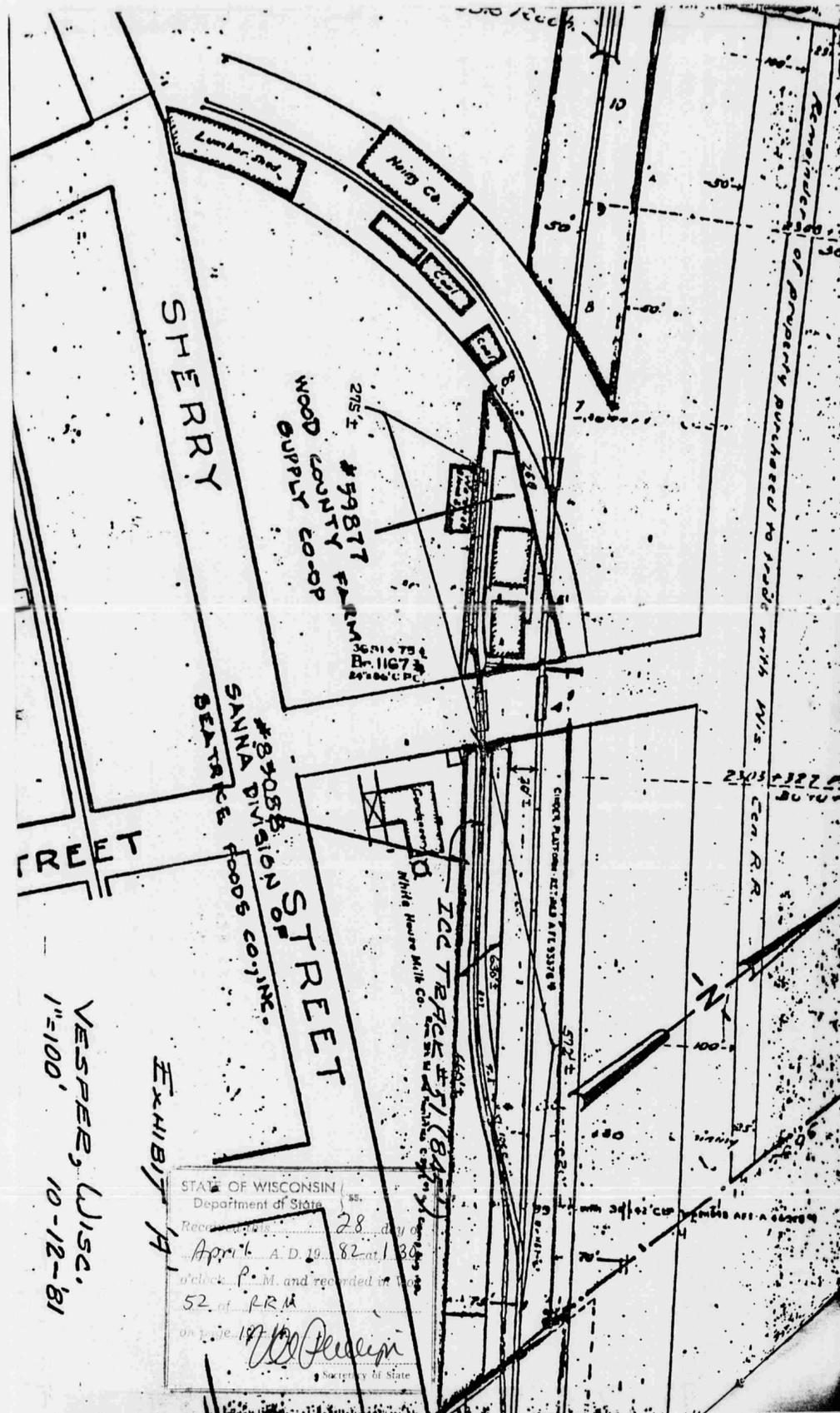
IN WITNESS WHEREOF, Vendor has caused these presents to be executed in its corporate name and its corporate seal to be hereto affixed by its corporate officers thereunto duly authorized, this 24th day of March, 1982.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey
Robert W. Mickey, Vice President

ATTEST:

J. S. Edwards
J. S. Edwards, Assistant Secretary



DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, on Pages 369 to 424, inclusive, as supplemented and amended.

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to CITY OF ASHLAND, WISCONSIN-----

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the City of Ashland, County of Ashland, and the State of Wisconsin, and described as follows, to wit:

PARCEL 1

That part of Block 100 in the Town (now City) of Ashland (Proper) lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles and radially, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

That part of Block 99 in the Town (now City) of Ashland (Proper) lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

A strip of land 20 feet in width extending over and across Blocks 95, 96, 97 and 98 (and Northwesterly extensions thereof), all in the Town (now City) of Ashland (Proper) and of Block 12 in Vaughn's Division of the City of Ashland; and extending over and across those parts of 9th Avenue West, 8th Avenue West, and 7th Avenue West, lying between and adjoining said Blocks, said strip of land being 10 feet in width on each side of the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

That part of Block 71 (including the alley therein) in Vaughn's Division of the Village (now City) of Ashland, lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established. _____ Page 1 of 3 Pages

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to CITY OF ASHLAND, WISCONSIN-----

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its ASSISTANT Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 25th day of March, 1982

MANUFACTURERS HANOVER TRUST COMPANY

By [Signature]
Its ASSISTANT Vice President

ATTEST:

[Signature]
Its Assistant Trust Officer

Signed, Sealed and Delivered
In Presence of:

[Signature]
M.L. STEVENSON

[Signature]
Harry J. Stengel

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Form RED - 15

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

PETER FERRERI

I, _____, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that JOHN GENERALE and T. C. Monahan, personally known to me to be, respectively, ASSISTANT Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such ASSISTANT Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 25th day of March

A.D. Nineteen Hundred and Eighty-two.

PETER FERRERI
Notary Public, State of New York
No. 41-6278425
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1984

My Commission Expires:



This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

Page 3 of 3 Pages

STATE OF WISCONSIN)
Department of State) SS.
Received this 28 day of
April A. D. 19 82 at 1:30
o'clock P. M. and recorded in Vol.
52 of RRM
on page 1274
W. J. Phillips
Secretary of State

CHEMCO (1/73)

Res. Dated
November 25, 1980

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto CITY OF ASHLAND, WISCONSIN-----

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the City of Ashland, County of Ashland, and the State of Wisconsin,

and described as follows, to wit:

PARCEL 1

That part of Block 100 in the Town (now City) of Ashland (Proper) lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles and radially, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

That part of Block 99 in the Town (now City) of Ashland (Proper) lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

A strip of land 20 feet in width extending over and across Blocks 95, 96, 97 and 98 (and Northwesterly extensions thereof), all in the Town (now City) of Ashland (Proper) and of Block 12 in Vaughn's Division of the City of Ashland; and extending over and across those parts of 9th Avenue West, 8th Avenue West, and 7th Avenue West, lying between and adjoining said Blocks, said strip of land being 10 feet in width on each side of the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

ALSO:

That part of Block 71 (including the alley therein) in Vaughn's Division of the Village (now City) of Ashland, lying between lines parallel with and distant 25 feet Northwesterly and 25 feet Southeasterly, measured at right angles, from the center line of the main track of the "Shore Line" branch of the Ashland Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established.

Page 1 of 2 Pages

Res. Dated November 25, 1980 (CITY OF ASHLAND, WISCONSIN)

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto CITY OF ASHLAND, WISCONSIN-----

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the City of Ashland, County of Ashland, and the State of Wisconsin,

and described as follows, to wit:

PARCEL 2

A strip of land 17 feet in width extending over and across part of Lot 8 in Block 13 of Ellis Division of the City of Ashland, and across 11th Avenue East lying Easterly of and adjoining said Block 13, said strip of land being 8.5 feet in width on each side of the center line of the "Bay Shore" spur or main track of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said spur or main track was originally located, and lying Southeasterly of a line parallel with and distant 5 feet Southeasterly, measured radially, from the center line of the Clarkson Coal & Dock Company spur track (now removed), as originally located.

ALSO:

A strip of land 17 feet in width extending over and across Lots 13, 14, 15, 16, 17, 18, 22, 23 and 24, and the alley, in Block 9 of Ellis Division of the City of Ashland, and 12th Avenue East lying Northeasterly of and adjoining said Block 9, said strip of land being 8.5 feet in width on each side of the center line of said "Bay Shore" spur or main track.

ALSO:

A strip of land 25 feet in width extending over and across Lots 19, 20, and 21 in said Block 9, said strip of land being 12.5 feet in width on each side of said "Bay Shore" spur or main track center line.

ALSO:

That part of Lot 4 in Block 8 of Ellis Division of the City of Ashland lying Northwesterly of a line parallel with and distant 8.5 feet Southeasterly, measured at right angles, from the center line of said "Bay Shore" spur or main track and lying Southeasterly of the following described line: Beginning at a point on the Southwesterly line of said Block 8, distant 16.5 feet Northwesterly, measured at right angles, from said spur or main track center line; thence Northeasterly along a straight line to a point distant 95.5 feet Northeasterly, measured at right angles, from the Southwesterly line of said Block 8, and distant 8.5 feet Northwesterly, measured at right angles, from said spur or main track center line; thence Northeasterly parallel with said center line a distance of 32 feet, more or less, to a point on the Northeasterly line of said Block 8, and there terminating.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 29th day of March A.D., Nineteen Hundred and Eighty-two.

WITNESSES: TO THE SIGNATURES OF THE OFFICERS OF NORTHWEST CHEMCO, INC.

Edward Kolodziejczak
Gordon McFee

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,
By Bernard Firestone
VICE PRESIDENT

ATTEST: R. J. Hill
SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that BERNARD FIRESTONE and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 29th day of March A.D., Nineteen Hundred and Eighty-two.

Ellis A. Brock
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

My Commission as such Notary Public Expires: October 22, 1985

This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN
Department of State
Received this 28 day of April A. D. 1982 at 1:30 o'clock P.M. and recorded in Vol. 52 of REM on page 151
W. J. Hill
Secretary of State

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ALSO:

A strip of land 17 feet in width extending over and across Lot 4 in Block 7 and an unnamed street lying between Blocks 7 and 8, and 13th Avenue East, of Ellis Division of the City of Ashland, said strip of land being 8.5 feet in width on each side of the center line of said "Bay Shore" spur or main track.

ALSO:

A strip of land 18 feet in width extending over and across Blocks 5, 6, 48 and 49, including the alleys therein and over and across 14th Avenue East, 15th Avenue East, Water Street East, and an unnamed street lying between said Blocks 5 and 6, all in Ellis Division of the City of Ashland, said strip of land being 9 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, and 9 feet in width on each side of the center line of that part of Chicago and North Western Transportation Company spur track ICC No. 131 lying Westerly of the point of switch for said track ICC No. 141, both tracks as now located.

ALSO:

A strip of land 30 feet in width extending over and across Blocks 2, 3, and 4, 16th Avenue East, 17th Avenue East and an unnamed street lying between said Blocks 3 and 4, all in Ellis Division of the City of Ashland, said strip of land being 15 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

That part of Block 1 in the Lake Shore Division of the City of Ashland, and of Block 1 of Ellis Division of the City of Ashland, and of the unnamed street lying between Blocks 1 and 2 in said Ellis Division, lying Southeasterly of a line parallel with and distant 10 feet Northwesterly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 142, as said spur track is now located, lying Northwesterly of a line parallel with and distant 10 feet Southeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as now located and lying Southwesterly of the following described line: Commencing at the most Northerly corner of said Block 2 (Ellis Division); thence Northeastly along the Northwesterly line, extended, of said Block 2, and the Northwesterly line and extensions thereof, of said Block 1 (Ellis Division), a distance of 395 feet to the point of beginning of the following described line: thence Southeastly parallel with the Northeastly line of said Block 2 a distance of 350 feet, and there terminating.

ALSO:

A strip of land 30 feet in width extending over and across part of Block 1 of Lake Shore Division of the City of Ashland, and over and across part of 20th Avenue East lying Northeastly of and adjoining said Block 1, said strip of land being 15 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located, lying Southwesterly of the center line of 20th Avenue East, and lying Northeastly of the following described line: Commencing at the most Northerly corner of Block 2 in Ellis Division of the City of Ashland; thence Northeastly along the Northwesterly line, extended, of said Block 2, and the Northwesterly line, and extensions thereof, of Block 1 (Ellis Division), a distance of 395 feet to the point of beginning of the following described line: thence Southeastly parallel with the Northeastly line of said Block 2 a distance of 350 feet, and there terminating.

ALSO:

Those parts of Blocks 1 and 2 in the Lake Shore Division of the City of Ashland, together with that part of 20th Avenue East lying between said Blocks, all bounded and described as follows: Beginning at a point distant 15 feet Southeastly, measured at right angles, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as now located, and distant 9 feet Northerly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 225, as now located; thence Easterly parallel with said spur track (ICC No. 225) center line a distance

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of 525 feet, more or less, to a point distant 9 feet Northeastly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 237, as now located; thence Easterly parallel with said last described spur track (ICC No. 237) center line, and the Easterly extension thereof, a distance of 160 feet, more or less, to a point on a line drawn at right angles to said center line, extended, at a point thereon distant 10 feet Easterly from the end of said track; thence Southerly along said last described right angle line a distance of 18 feet; thence Westerly parallel with said last described spur track (ICC No. 237) center line (and the Easterly extension thereof), a distance of 200 feet, more or less, to a point distant 9 feet Southwesterly, measured radially, from the center line of said spur track ICC No. 225; thence Southwesterly and Westerly parallel with said last described spur track (ICC No. 225) center line a distance of 560 feet, more or less, to a point distant 15 feet Southeastly, measured at right angles, from the center line of said spur track ICC No. 141; thence Northeastly parallel with said last described spur track (ICC No. 141) center line a distance of 75 feet, more or less, to the point of beginning.

ALSO:

That part of the Southwesterly Half of Block 3 in Lake Shore Division of Ashland, lying Northwesterly of a line parallel with and distant 9 feet Southeastly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 225, as now located, and lying Southeastly of the following described line: Beginning at a point on the Southwesterly line of said Block 3, distant 9 feet Northwesterly, measured at right angles, from said spur track center line; thence Northeastly parallel with said spur track center line a distance of 30 feet, more or less, to a point distant 9 feet Northwesterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 238, as now located; thence Northeastly parallel with said last described spur track (ICC No. 238) center line a distance of 170 feet, more or less, to a point on the Northeastly line of the Southwesterly Half of said Block 3, and there terminating.

ALSO:

A strip of land 50 feet in width extending over and across Blocks 2 and 3, 21st Avenue East, 22nd Avenue East, and the Northeastly Half of 20th Avenue East, all in Lake Shore Division of Ashland, said strip of land being 25 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

That part of Block 4 in Lake Shore Division of Ashland, together with that part of 23rd Avenue East lying Northeastly of and adjoining said Block 4, all lying Southeastly of a line parallel with and distant 300 feet Northwesterly, measured at right angles, from the Southeastly line of said Block 4, and lying Northwesterly of a line parallel with and distant 8.5 feet Southeastly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

A strip of land 17 feet in width extending over and across Block 3 and part of Block 4, and 22nd Avenue East lying between said Blocks 3 and 4, all in Lake Shore Division of Ashland, said strip of land being 8.5 feet in width on each side of the center line of Chicago and North Western Transportation Company spur track ICC No. 143, as said spur track is now located, and lying Southeastly of a line parallel with and distant 25 feet Southeastly, measured at right angles and radially, from the center line of the main track of the Bay Shore Line branch of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said main track was originally located and established.

ALSO:

A strip of land 25 feet in width extending over and across Block 5 in Lake Shore Division of Ashland, and the Southwesterly Half of 24th Avenue East lying Northeastly of and adjoining said Block 5, said strip of land being 12.5 feet in width on each side of the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as said spur track is now located.

ALSO:

That part of the Southwesterly 200 feet of the Southeastly 300 feet of said Block 5 lying Northwesterly of the above described 25 foot-wide strip.

ALSO:

That part of the Northeastly 80 feet of said Block 5, and of the South-westerly Half of said 24th Avenue East, lying between lines parallel with and distant 42.5 feet Southeastly and 32.5 feet Northwestly, measured at right angles, from said spur track ICC No. 141 center line, and lying North-westerly and Southeastly of said 25 foot wide strip of land.

PARCEL 3

Those parts of Lots 16, 17, 18, 19, 20 and 21 in Block 48 in Ellis Division of Ashland, lying between lines parallel with and distant 9 feet Northerly and 9 feet Southerly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 131 (formerly known as the Coal Dock Main), as said spur track is now located, and lying Southerly of a line parallel with and distant 9 feet Southerly, measured radially, from the center line of Chicago and North Western Transportation Company "Bay Shore Line" spur track ICC No. 141, as now located.

ALSO:

A strip of land 40 feet in width extending over and across Lots 8, 9, 10, 11, and 12, and the alley, in Block 48 in Ellis Division of Ashland, and over and across 15th Avenue East, and the Northwestly Half of St. Clair Street East, said strip of land being 20 feet in width on each side of the center line of said spur track ICC No. 131, and lying Southwestly of the Northeastly line, extended, of said 15th Avenue East.

ALSO:

That part of the Northeast Quarter of the Northeast Quarter of Section 33, and the Northwest Quarter of Section 34, Township 48 North, Range 4 West of the Fourth Principal Meridian (also known as Blocks 52 and 93, Ellis Division, and Block 27, Lake Shore Division, all in the City of Ashland), bounded and described as follows: Beginning at a point on the Northwestly line of St. Clair Street East, distant 25 feet Northeastly, measured at right angles, from the center line of said spur track ICC No. 131; thence Southeastly parallel with said spur track center line a distance of 3,550 feet, more or less, to a point on the East line of the Northwest Quarter of said Section 34; thence Southerly along said East line a distance of 60 feet, more or less, to a point distant 25 feet South-westerly, measured at right angles, from said spur track center line; thence Northwestly parallel with said spur track center line a distance of 625 feet, more or less, to a point on the Northwestly line of 6th Street East; thence Southwestly along said Northwestly line of 6th Street East a distance of 50 feet, more or less, to a point distant 25 feet Southwestly, measured radially, from the center line of Chicago and North Western Transportation Company Wye track No. 154, as said Wye track is now located; thence Northwestly parallel with said Wye track center line a distance of 225 feet, more or less, to a point distant 25 feet Southwestly, measured at right angles, from the center line of said spur track ICC No. 131; thence Northwestly parallel with said last des-cribed spur track (ICC No. 131) center line a distance of 510 feet, more or less, to a point on a line drawn at right angles to said spur track (ICC No. 131) center line, and passing through a point on a line drawn parallel with and distant 50 feet Southwestly therefrom, distant 500 feet Northwestly, measured along said parallel line, from the intersection thereof with the Northwestly exten-sion of the Northeastly line of 19th Avenue East; thence Southwestly along said last described right angle line a distance of 25 feet; thence Northwestly parallel with and distant 50 feet Southwestly, measured at right angles and radially from said spur track (ICC No. 131) center line, a distance of 1,600 feet, more or less, to a point on the center line of 16th Avenue East; thence North-westerly along said center line of 16th Avenue East a distance of 80 feet, more or less, to a point on the center line of Front Street East; thence Southwestly along said center line of Front Street East a distance of 80 feet, more or less, to a point distant 60 feet Southwestly, measured at right angles, from said spur track (ICC No. 131) center line; thence Northwestly parallel with said spur track center line a distance of 450 feet, more or less, to a point on the center line of said 15th Avenue East; thence Northwestly along said center line of 15th Avenue East a distance of 35 feet, more or less, to a point on the center line of St. Clair Street East; thence Northeastly along said center line of St. Clair Street East a distance of 33 feet, more or less, to a point on the Northeastly line, extended, of said 15th Avenue East; thence Northwestly along said Northeastly line, extended, of 15th Avenue East, a distance of 40 feet, more or less, to a point on the Northwestly line of said St. Clair Street East; thence Northeastly along said Northwestly line of St. Clair Street East a distance of 15 feet, more or less, to the point of beginning.

ALSO:

That part of the South Half of the Northeast Quarter of said Section 34, bounded and described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section 34, distant 25 feet Northeastly, measured at right angles, from said spur track (ICC No. 131) center line; thence Southeastly parallel with said spur track center line a distance of 340 feet, more or less, to a point distant 165 feet Southwestly, measured at right angles, from the Southeastly extension of the Southwestly line of 22nd Avenue East, thence Northwestly parallel with said Southwestly line, extended, of 22nd Avenue East, a distance of 60 feet, more or less, to a point distant 20 feet Northeastly, measured radially, from the center line of Chicago and North Western Transportation Company lead yard track ICC No. 124, as now located; thence Southeastly and Easterly parallel with said lead yard track center line a distance of 1,485 feet, more or less, to a point distant 700 feet Easterly, measured parallel with said lead yard track center line, from the point of switch for Chicago and North Western Transportation Company spur track ICC No. 239; thence Southerly at right angles to the last described course a distance of 130 feet, more or less, to a point distant 43.5 feet Southerly, measured at right angles, from the center line of the main track of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company) as said main track center line was originally located and established across said Section 34; thence Westerly parallel with said original main track center line a distance of 800 feet, more or less, to a point distant 25 feet Southwestly, measured at right angles, from the Southeastly extension of the center line of the most Southeastly of two Northwestly-Southeastly tangent segments of yard connecting track ICC No. 103, as said track is now located; thence North-westerly parallel with said last described yard track center line, and the Southeastly extension thereof (and as said track continues Northwestly to its end), a distance of 700 feet, more or less, to a point distant 25 feet Southwestly, measured radially, from the center line of said spur track ICC No. 131; thence Northwestly parallel with said last described spur track (ICC No. 131) center line a distance of 300 feet, more or less, to a point on the West line of the Northeast Quarter of said Section 34; thence Northerly along said West line a distance of 57 feet, more or less, to the point of beginning.

PARCEL 4

That part of the Southwest Quarter of the Northeast Quarter of Section 4, Township 48 North, Range 4 West of the Fourth Principal Meridian, bounded as follows: On the Northeast by a line parallel with and distant 8.5 feet Northeastly, measured at right angles and radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 239, as said spur track is now located; on the Northwest (North) by the center line of the Southwest Quarter of the Northeast Quarter of said Section 34; on the Southwest by a line parallel with and distant 8.5 feet Southwestly, measured at right angles, from the center line, and the Southeastly exten-sion of the tangent segment thereof, of said spur track ICC No. 239; and on the Southeast (South) by a line parallel with and distant 20 feet Northerly, measured at right angles, from the center line of Chicago and North Western Transportation Company lead yard track ICC No. 124, as said yard track is now located.

ALSO:

Lots 5, 6, 7, 15, 16, 17 and 18 in Block 58 of Lake Shore Addition to the City of Ashland.

ALSO:

Lots 1, 2, 3, 4, 19 and 20 in Block 73 of said Lake Shore Addition.

ALSO:

Lots 1, 19 and 20 in Block 89 of said Lake Shore Addition.

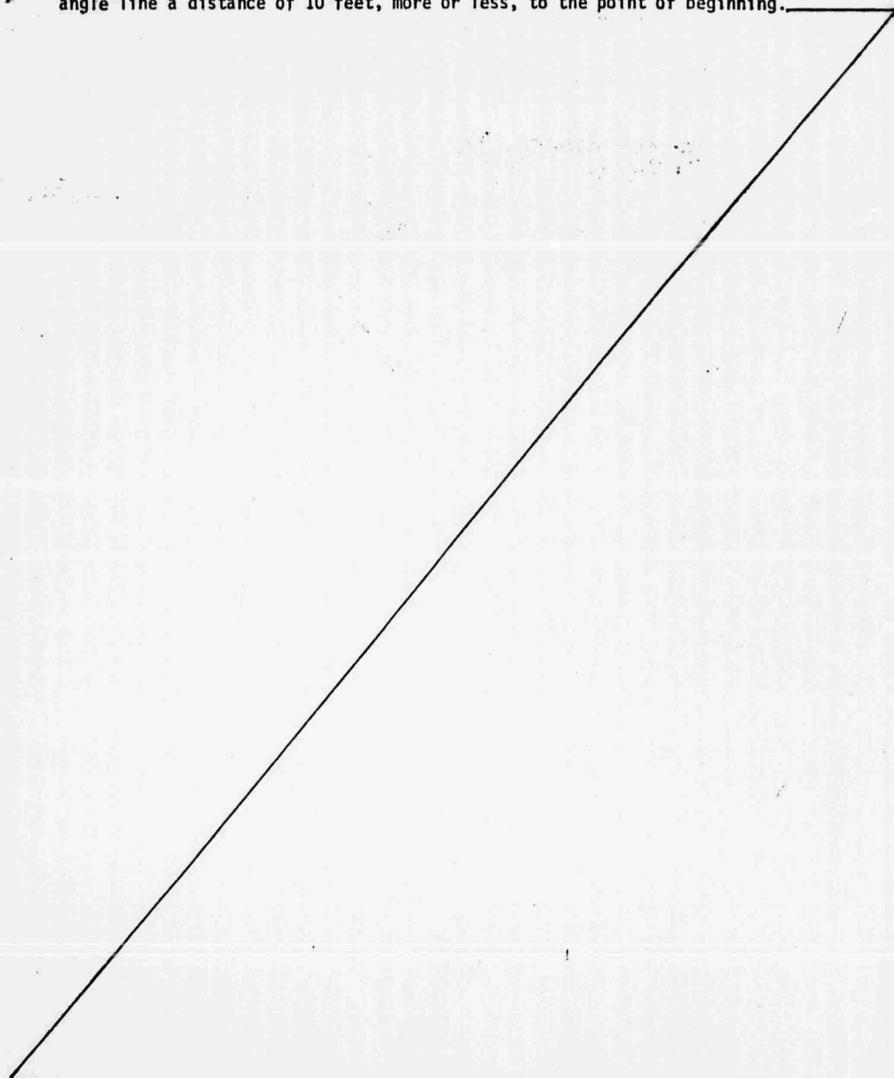
ALSO:

Lots 1, 2 and 3 in Block 100 of said Lake Shore Addition.

PARCEL 5

That part of the Southeast Quarter of the Northeast Quarter of Section 34, and of the Southwest Quarter of the Northwest Quarter of Section 35, Town-ship 48 North, Range 4 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the center line of the Chicago and North Western Transportation Company lead yard track ICC No.

124 and the center line of Chicago and North Western Transportation Company spur track ICC No. 239 (at the point of switch thereof), as both tracks are now located; thence Easterly along the center line of said lead yard track ICC No. 124 a distance of 700 feet to the point of beginning of the tract of land herein described; thence Southerly at right angles to the last described course a distance of 110 feet, more or less, to a point distant 43.5 feet Southerly, measured at right angles, from the center line of the main track of the Milwaukee Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Sections 34 and 35; thence Easterly parallel with said original main track center line a distance of 2,230 feet, more or less, to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 35; thence Northerly along said East line to a point distant 76.5 feet Northerly, measured at right angles, from said original main track center line; thence Westerly parallel with said original main track center line a distance of 2,235 feet, more or less, to a point on a line drawn at right angles to the center line of said lead yard track (ICC No. 124) through the point of beginning; thence Southerly along said last described right angle line a distance of 10 feet, more or less, to the point of beginning.



This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 1st day of March, A.D., Nineteen Hundred and Eighty-two.



THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By [Signature]
I. R. Grimes Vice President

ATTEST:

[Signature]
C. STARK Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

[Signature]
R. E. SCHUTEN
[Signature]
J. A. [Signature]

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, **T. Brunk** a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that **J. R. Grimes** and **C. STARK** to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that **J. R. Grimes** resides in CHICAGO, ILLINOIS and that **C. STARK** resides in Richton Park, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority of its By-Laws as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this *1st* day of *March* A.D., Nineteen Hundred and Eighty-two.

T. Brunk
T. Brunk NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My Commission as such Notary Public Expires: SEPT. 17, 1983

This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

Page 8 of 8 Pages

STATE OF WISCONSIN)
Department of State) ss.
Received this 28 day of April A. D. 1982 at 1:30 o'clock P. M. and recorded in Vol. 52 of RRM on page 17-18
Vel Phillips
Secretary of State



BURLINGTON NORTHERN INC.

May 28, 1982

Office of Secretary of State
Division of Administrative Services
and Records
112 West, State Capitol
Madison, Wisconsin 53702

Re: Great Northern Railway Second Equipment Trust of 1966

Gentlemen:

Enclosed herewith are two original counterparts of the Bill of Sale by which First National City Bank (now Citibank, N.A.), as Trustee, under the above-captioned equipment trust conveys all of its right, title and interest in and to the equipment included under said trust to Burlington Northern Inc., now Burlington Northern Railroad Company.

Please file one counterpart of the Bill of Sale in your office pursuant to Section 190.11, Wisconsin Statute, and return the other counterpart to me with the recording endorsement.

Prompt payment of your fee will be made upon receipt of your bill.

Thank you for your assistance.

Sincerely,

Anne van Heusden

Anne van Heusden
Office Manager
Law
(206) 625-6769

Enclosures

scsbbillsale8

STATE OF WISCONSIN
RECEIVED AND FILED

JUN 3 1982

VEL PHILLIPS
SECRETARY OF STATE

Burlington Northern Inc./1111 Third Avenue/Seattle, Washington 98101

Executed in 15 counterparts of which this is counterpart No. 9

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain Lease of Railroad Equipment dated ~~January~~ ^{APRIL} 1, 1966, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated April 1, 1966, creating an equipment trust designated "GREAT NORTHERN RAILWAY SECOND EQUIPMENT TRUST OF 1966", by and among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) and Northern Pacific Railway Company (now by merger Burlington Northern Inc.), did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to Great Northern Railway Company (therein called "Company" and now by merger, Burlington Northern Inc.), hereinafter referred to as party of the second part, the railroad equipment described therein.

WHEREAS, said Lease, together with the related Agreement, was recorded with the Interstate Commerce Commission on April 20, 1966, ICC Recordation No. 3789, and certain items of railroad equipment were added to said Lease by Supplemental Leases dated and recorded as follows:

Supplemental Lease dated June 20, 1967, Recordation No. 3789-A

Supplemental Lease Dated October 9, 1967, Recordation No. 3789-B

Supplemental Lease dated February 9, 1968, Recordation No. 3789-C

Supplemental Lease dated May 1, 1969, Recordation No. 3789-D

Supplemental Lease dated June 16, 1969, Recordation No. 3789-E

Supplemental Lease dated February 23, 1970, Recordation No. 3789-F

Consent dated May 28, 1971, Recordation No. 3789-G

Supplemental Lease dated September 19, 1972, Recordation No. 3789-H

Supplemental Lease dated March 19, 1973, Recordation No. 3789-I

Consent dated May 30, 1973, Recordation No. 3789-J

Supplemental Lease dated October 15, 1974, Recordation No. 3789-K

Supplemental Lease dated October 1, 1979, Recordation No. 3789-L

WHEREAS, by Article Second of said Lease, the party of the first part agreed that upon full and final payment of the rent and other monies which the party of the second part had thereunder covenanted to pay, the party of the first part would sell, assign and transfer, or cause to be sold, assigned and transferred to the party of the second part, as its absolute property, all of the trust equipment then held under the Lease, and to evidence such sale and transfer by a proper bill of sale so that thereupon and thereafter the absolute ownership in said trust equipment should be and become vested in the party of the second part.

WHEREAS, the party of the second part has fully paid all of the rent and all of the payments which it agreed to make in accordance with the provisions of said Lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That, Citibank, N.A., Trustee, party of the first part, under said Equipment Trust dated as of ~~March 3~~ ^{APRIL}, 1966, in pursuance of the terms and conditions of said Lease and of said Agreement above referred to, and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Burlington Northern Inc., party of the second part, the receipt of which is hereby acknowledged, does hereby release, assign, sell, transfer and deliver to the party of the second part, its successors and assigns, all right, title and interest of said Trustee in and to the railroad equipment described in said Lease or in any Supplements thereto, but without representation as to the correctness of the numbering of such equipment or as to whether or not it is in existence and now in the possession of said party of the second part without covenants or warranties express or implied and without recourse to Citibank, N.A. in any event. A description of said equipment is attached hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.

This Bill of Sale is simultaneously executed in several counterparts, each of which, so executed, is deemed to be an original, and such counterparts together constitute but one and the same instrument.

IN WITNESS WHEREOF, Citibank, N.A., as Trustee as aforesaid, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto duly affixed and attested by its officers thereunto duly authorized this 5th day of AUGUST, 1981.

(SEAL)
ATTEST:

[Signature]
Trust Officer

CITIBANK, N.A.

By *[Signature]*
Senior Trust Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On this 5th day of AUGUST, 1981, before me personally appeared RALPH E. JOHNSON, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia C. Lampol

PATRICIA C. LAMPOL
Notary Public, State of New York
No. 01TA4659889
Qualified in Kings County
Certificate Filed in New York County
Term Expires March 30, 1983

(NOTARIAL SEAL)



EXHIBIT A

Equipment

<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
6	3000 HP Kiesel Electric Road Switching Locomotives	GN 320-325 (BN 6394-6399)
6	2800 HP Diesel Electric Road Switching Locomotives	GN 2524-2529 (BN 5460-5465)
1	Flat Car	GN 60713
1	Flat Car	GN 61012
300	Box Cars	GN 138100 (BN 236700), GN 138101-138113, GN 138114 (BN 236714), GN 138115-138136, GN 138137 (BN 236737), GN 138138-138144, GN 138145 (BN 236745), GN 138146-138147, GN 138148, (BN 236748), GN 138149-138150, GN 138151 (BN 236751), GN 138152 (BN 236752), GN 138153-138155, GN 138156 (BN 236756), GN 138157-138165, GN 138166 (BN 242493), GN 138167-138171, GN 138172 (BN 236722), GN 138173-138181, GN 138182 (BN 236782), GN 138183-138184, GN 138185 (BN 236785), GN 138186-138200, GN 138201 (BN 236801), GN 138202 (BN 236802), GN 138203-138204, GN 138205 (BN 236805), GN 138206-138237, GN 138238 (BN 236838), GN 138239, GN 138240 (BN 236840), GN 138241, GN 138242

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<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
		(BN 236842), GN 138243-138252, GN 138253
		(BN 236853), GN 138254
		(BN 236854), GN 138255-138264, GN 138265
		(BN 236865), GN 138266-138274, GN 138275
		(BN 236875), GN 138276
		(BN 236876), GN 138277-138280, GN 138281
		(BN 236881), GN 138282-138202, GN 138203
		(BN 236903), GN 138304-138305, GN 138306
		(BN 242628), GN 138307-138308, GN 138309
		(BN 236909), GN 138310-138322, GN 138323
		(BN 236923), GN 138324
		(BN 236924), GN 138325
		(BN 236925), GN 138326-138336, GN 138337
		(BN 236937), GN 138338-138343, GN 138344
		(BN 236944), GN 138345
		(BN 236945), GN 138346-138351, GN 138352
		(BN 236852), GN 138353-138357, GN 138358
		(BN 236958), GN 138359-138372, GN 138373
		(BN 236973), GN 138374-138376, GN 138377
		(BN 236977), GN 138378
		(BN 236978), GN 138379-138391, GN 138392
		(BN 236992), GN 138393-138399

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<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
50	Gondolas	GN 79050-79099
2	Gondolas	GN 78408-78409
200	Covered Hopper Cars	GN 171500 (BN 456700), GN 171501-171502, GN 171503 (BN 456703), GN 171504 (BN 451267), GN 171505-171506, GN 171507 (BN 456707), GN 171508-171510, GN 171511 (BN 456711), GN 171512-171513, GN 171514 (BN 456714), GN 171515-171516, GN 171517 (BN 456717), GN 171518, GN 171519 (BN 456719), GN 171520-171525, GN 171526 (BN 456726), GN 171527 (BN 456727), GN 171528, GN 171529 (BN 456729), GN 171530 (BN 456730), GN 171531 (BN 456731), GN 171532-171534, GN 171535 (BN 456735), GN 171536-171537, GN 171538 (BN 451301), GN 171539-171542, GN 171543 (BN 456743), GN 171544-171547, GN 171548 (BN 456748), GN 171549-171551, GN 171552 (BN 456752), GN 171553-171557, GN 171558 (BN 456758), GN 171559-171560, GN 171561 (BN 456761), GN 171562-171565, GN 171566 (BN 456766), GN 171567, GN 171568 (BN 456768),

No. of Units	Description	Numbered
		GN 171569-171573, GN 171574 (BN 456774), GN 171565-171579, GN 171580 (BN 456780), GN 171581-171585, GN 171586 (BN 456786), GN 171587, GN 171588 (BN 456788), GN 171589- 171592, GN 171593 (BN 456793), GN 171594 (BN 456794), GN 171595 (BN 456795), GN 171596, GN 171597 (BN 456797), GN 171598-171600, GN 171601 (BN 456801), GN 171602 (BN 451362), GN 171603 (BN 456803), GN 171604- 171608, GN 171609 (BN 456809), GN 171610 (BN 456810), GN 171611, GN 171612 (BN 456812), GN 171613-171615, GN 171616 (BN 456816), GN 171617, GN 171618 (BN 456818), GN 171619-171625, GN 171626 (BN 456826), GN 171627 (BN 456827), GN 171628- 171633, GN 171634 (BN 456834), GN 171635 (BN 456835), GN 171636, GN 171637 (BN 456837), GN 171638-171645, GN 171646 (BN 456846), GN 171647 (BN 456847), GN 171648 (BN 456848), GN 171649, GN 171650 (BN 456850), GN 171651 (BN 456851), GN 171652-171654, GN 171655 (BN 456855), GN 171656- 171657, GN 171658

No. of Units	Description	Numbered
		(BN 456858), GN 171659, GN 171660 (BN 456860), GN 171661 (BN 456861), GN 171662 (BN 451442), GN 171663 (BN 456863), GN 171664 (BN 456864), GN 171665, GN 171666 (BN 451426), GN 171667, GN 171668 (BN 456868), GN 171669-171671, GN 171672 (BN 456872), GN 171673- 171675, GN 171676 (BN 456876), GN 171677 (BN 456877), GN 171678 (BN 456878), GN 171679- 171680, GN 171681 (BN 456881), GN 171682, GN 171683 (BN 456883), GN 171684, GN 171685 (BN 456885), GN 171686- 171688, GN 171689 (BN 456889), GN 171690 (BN 456890), GN 171691 (BN 456891), GN 171692 (BN 456892), GN 171693- 171696, GN 171697 (BN 456897), GN 171698, GN 171699 (BN 456899)
1	Covered Hopper Car	GN 71674 (BN 410015)
1	Flat Car	GN 60740
2	Airslide Covered Hopper Cars	BN 413351-413352
1	Airslide Covered Hopper Car	BN 413315
2	Box Cars	BN 396039-396040
1	Covered Hopper Car	BN 410385
1	Caboose	BN 12292

STATE OF WISCONSIN }
 Department of State }
 Received this 3 day of
June A. D. 19 82 at 8
 o'clock A. and recorded in Vol.
52 of RM
 on page 25-35
[Signature]
 Secretary of State

Executed in 15 counterparts of
which this is counterpart No. 10

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain Lease of Railroad Equipment dated ~~January 1~~ ^{APRIL 1,} 1966, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated April 1, 1966, creating an equipment trust designated "GREAT NORTHERN RAILWAY SECOND EQUIPMENT TRUST OF 1966", by and among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) and Northern Pacific Railway Company (now by merger Burlington Northern Inc.), did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to Great Northern Railway Company (therein called "Company" and now by merger, Burlington Northern Inc.), hereinafter referred to as party of the second part, the railroad equipment described therein.

WHEREAS, said Lease, together with the related Agreement, was recorded with the Interstate Commerce Commission on April 20, 1966, ICC Recordation No. 3789, and certain items of railroad equipment were added to said Lease by Supplemental Leases dated and recorded as follows:

Supplemental Lease dated June 20, 1967, Recordation No. 3789-A

Supplemental Lease Dated October 9, 1967, Recordation No. 3789-B

Supplemental Lease dated February 9, 1968, Recordation No. 3789-C

Supplemental Lease dated May 1, 1969, Recordation No. 3789-D

Supplemental Lease dated June 16, 1969, Recordation No. 3789-E

Supplemental Lease dated February 23, 1970, Recordation No. 3789-F

Consent dated May 28, 1971, Recordation No. 3789-G

Supplemental Lease dated September 19, 1972, Recordation No. 3789-H

Supplemental Lease dated March 19, 1973, Recordation No. 3789-I

Consent dated May 30, 1973, Recordation No. 3789-J

Supplemental Lease dated October 15, 1974, Recordation No. 3789-K

Supplemental Lease dated October 1, 1979, Recordation No. 3789-L

WHEREAS, by Article Second of said Lease, the party of the first part agreed that upon full and final payment of the rent and other monies which the party of the second part had thereunder covenanted to pay, the party of the first part would sell, assign and transfer, or cause to be sold, assigned and transferred to the party of the second part, as its absolute property, all of the trust equipment then held under the Lease, and to evidence such sale and transfer by a proper bill of sale so that thereupon and thereafter the absolute ownership in said trust equipment should be and become vested in the party of the second part.

Executed in 15 counterparts of
which this is counterpart No. 10

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain Lease of Railroad Equipment dated ~~January 1~~ ^{APRIL 1,} 1966, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated April 1, 1966, creating an equipment trust designated "GREAT NORTHERN RAILWAY SECOND EQUIPMENT TRUST OF 1966", by and among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) and Northern Pacific Railway Company (now by merger Burlington Northern Inc.), did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to Great Northern Railway Company (therein called "Company" and now by merger, Burlington Northern Inc.), hereinafter referred to as party of the second part, the railroad equipment described therein.

WHEREAS, said Lease, together with the related Agreement, was recorded with the Interstate Commerce Commission on April 20, 1966, ICC Recordation No. 3789, and certain items of railroad equipment were added to said Lease by Supplemental Leases dated and recorded as follows:

Supplemental Lease dated June 20, 1967, Recordation No. 3789-A

Supplemental Lease Dated October 9, 1967, Recordation No. 3789-B

Supplemental Lease dated February 9, 1968, Recordation No. 3789-C

Supplemental Lease dated May 1, 1969, Recordation No. 3789-D

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Consent dated May 30, 1973, Recordation No. 3789-J

Supplemental Lease dated October 15, 1974, Recordation No. 3789-K

Supplemental Lease dated October 1, 1979, Recordation No. 3789-L

WHEREAS, by Article Second of said Lease, the party of the first part agreed that upon full and final payment of the rent and other monies which the party of the second part had thereunder covenanted to pay, the party of the first part would sell, assign and transfer, or cause to be sold, assigned and transferred to the party of the second part, as its absolute property, all of the trust equipment then held under the Lease, and to evidence such sale and transfer by a proper bill of sale so that thereupon and thereafter the absolute ownership in said trust equipment should be and become vested in the party of the second part.

WHEREAS, the party of the second part has fully paid all of the rent and all of the payments which it agreed to make in accordance with the provisions of said Lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That, Citibank, N.A., Trustee, party of the first part, under said Equipment Trust dated as of ~~March 3~~ ^{APRIL 1}, 1966, in pursuance of the terms and conditions of said Lease and of said Agreement above referred to, and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Burlington Northern Inc., party of the second part, the receipt of which is hereby acknowledged, does hereby release, assign, sell, transfer and deliver to the party of the second part, its successors and assigns, all right, title and interest of said Trustee in and to the railroad equipment described in said Lease or in any Supplements thereto, but without representation as to the correctness of the numbering of such equipment or as to whether or not it is in existence and now in the possession of said party of the second part without covenants or warranties express or implied and without recourse to Citibank, N.A. in any event. A description of said equipment is attached hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.

This Bill of Sale is simultaneously executed in several counterparts, each of which, so executed, is deemed to be an original, and such counterparts together constitute but one and the same instrument.

IN WITNESS WHEREOF, Citibank, N.A., as Trustee as aforesaid, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto duly affixed and attested by its officers thereunto duly authorized this 5th day of AUGUST, 1981.

CITIBANK, N.A.

(SEAL)

By [Signature]
Senior Trust Officer

ATTEST:

[Signature]
Trust Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On this 5th day of AUGUST, 1981, before me personally appeared RALPH E. JOHNSON, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia C. Tampo

PATRICIA C. TAMPO
Notary Public, State of New York
No. 01TA4639889
Qualified in Kings County
Certificate Filed in New York County
Term Expires March 30, 1983

(NOTARIAL SEAL)



EXHIBIT A

Equipment

<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
6	3000 HP Kiesel Electric Road Switching Locomotives	GN 320-325 (BN 6394-6399)
6	2800 HP Diesel Electric Road Switching Locomotives	GN 2524-2529 (BN 5460-5465)
1	Flat Car	GN 60713
1	Flat Car	GN 61012
300	Box Cars	GN 138100 (BN 236700), GN 138101-138113, GN 138114 (BN 236714), GN 138115-138136, GN 138137 (BN 236737), GN 138138-138144, GN 138145 (BN 236745), GN 138146-138147, GN 138148 (BN 236748), GN 138149-138150, GN 138151 (BN 236751), GN 138152 (BN 236752), GN 138153-138155, GN 138156 (BN 236756), GN 138157-138165, GN 138166 (BN 242493), GN 138167-138171, GN 138172 (BN 236722), GN 138173-138181, GN 138182 (BN 236782), GN 138183-138184, GN 138185 (BN 236785), GN 138186-138200, GN 138201 (BN 236801), GN 138202 (BN 236802), GN 138203-138204, GN 138205 (BN 236805), GN 138206-138237, GN 138238 (BN 236838), GN 138239, GN 138240 (BN 236840), GN 138241, GN 138242

<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
		(BN 236842), GN 138243-138252, GN 138253
		(BN 236853), GN 138254
		(BN 236854), GN 138255-138264, GN 138265
		(BN 236865), GN 138266-138274, GN 138275
		(BN 236875), GN 138276
		(BN 236876), GN 138277-138280, GN 138281
		(BN 236881), GN 138282-138202, GN 138203
		(BN 236903), GN 138304-138305, GN 138306
		(BN 242628), GN 138307-138308, GN 138309
		(BN 236909), GN 138310-138322, GN 138323
		(BN 236923), GN 138324
		(BN 236924), GN 138325
		(BN 236925), GN 138326-138336, GN 138337
		(BN 236937), GN 138338-138343, GN 138344
		(BN 236944), GN 138345
		(BN 236945), GN 138346-138351, GN 138352
		(BN 236852), GN 138353-138357, GN 138358
		(BN 236958), GN 138359-138372, GN 138373
		(BN 236973), GN 138374-138376, GN 138377
		(BN 236977), GN 138378
		(BN 236978), GN 138379-138391, GN 138392
		(BN 236992), GN 138393-138399

<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
50	Gondolas	GN 79050-79099
2	Gondolas	GN 78408-78409
200	Covered Hopper Cars	GN 171500 (BN 456700), GN 171501-171502, GN 171503 (BN 456703), GN 171504 (BN 451267), GN 171505-171506, GN 171507 (BN 456707), GN 171508-171510, GN 171511 (BN 456711), GN 171512-171513, GN 171514 (BN 456714), GN 171515-171516, GN 171517 (BN 456717), GN 171518, GN 171519 (BN 456719), GN 171520-171525, GN 171526 (BN 456726), GN 171527 (BN 456727), GN 171528, GN 171529 (BN 456729), GN 171530 (BN 456730), GN 171531 (BN 456731), GN 171532-171534, GN 171535 (BN 456735), GN 171536-171537, GN 171538 (BN 451301), GN 171539-171542, GN 171543 (BN 456743), GN 171544-171547, GN 171548 (BN 456748), GN 171549-171551, GN 171552 (BN 456752), GN 171553-171557, GN 171558 (BN 456758), GN 171559-171560, GN 171561 (BN 456761), GN 171562-171565, GN 171566 (BN 456766), GN 171567, GN 171568 (BN 456768),

<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
		GN 171569-171573, GN 171574 (BN 456774), GN 171565-171579, GN 171580 (BN 456780), GN 171581-171585, GN 171586 (BN 456786), GN 171587, GN 171588 (BN 456788), GN 171589- 171592, GN 171593 (BN 456793), GN 171594 (BN 456794), GN 171595 (BN 456795), GN 171596, GN 171597 (BN 456797), GN 171598-171600, GN 171601 (BN 456801), GN 171602 (BN 451362), GN 171603 (BN 456803), GN 171604- 171608, GN 171609 (BN 456809), GN 171610 (BN 456810), GN 171611, GN 171612 (BN 456812), GN 171613-171615, GN 171616 (BN 456816), GN 171617, GN 171618 (BN 456818), GN 171619-171625, GN 171626 (BN 456826), GN 171627 (BN 456827), GN 171628- 171633, GN 171634 (BN 456834), GN 171635 (BN 456835), GN 171636, GN 171637 (BN 456837), GN 171638-171645, GN 171646 (BN 456846), GN 171647 (BN 456847), GN 171648 (BN 456848), GN 171649, GN 171650 (BN 456850), GN 171651 (BN 456851), GN 171652-171654, GN 171655 (BN 456855), GN 171656- 171657, GN 171658

<u>No. of Units</u>	<u>Description</u>	<u>Numbered</u>
		(BN 456858), GN 171659, GN 171660 (BN 456860), GN 171661 (BN 456861), GN 171662 (BN 451442), GN 171663 (BN 456863), GN 171664 (BN 456864), GN 171665, GN 171666 (BN 451426), GN 171667, GN 171668 (BN 456868), GN 171669-171671, GN 171672 (BN 456872), GN 171673- 171675, GN 171676 (BN 456876), GN 171677 (BN 456877), GN 171678 (BN 456878), GN 171679- 171680, GN 171681 (BN 456881), GN 171682, GN 171683 (BN 456883), GN 171684, GN 171685 (BN 456885), GN 171686- 171688, GN 171689 (BN 456889), GN 171690 (BN 456890), GN 171691 (BN 456891), GN 171692 (BN 456892), GN 171693- 171696, GN 171697 (BN 456897), GN 171698, GN 171699 (BN 456899)
1	Covered Hopper Car	GN 71674 (BN 410015)
1	Flat Car	GN 60740
2	Airslide Covered Hopper Cars	BN 413351-413352
1	Airslide Covered Hopper Car	BN 413315
2	Box Cars	BN 396039-396040
1	Covered Hopper Car	BN 410385
1	Caboose	BN 12292

STATE OF WISCONSIN
 Department of State
 Received this 3 day of
 June A. D. 19 82 at 8
 o'clock A. M. and recorded in Vol.
 52 of RRM
 on page 3645
 Secretary of State

915337

657 PAGE 973

QUITCLAIM DEED

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 9999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19 of said Court entered March 6, 1978, for and in consideration of the sum of \$8,400.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto ROSEMARY BAEDER, 311 Main Street, LaCrosse, Wisconsin 54601, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate situated and being in LaCrosse County, Wisconsin, to-wit:

All that part of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 30 foot wide right of way extending 200 feet northerly from the north line of Gillette Street in Block 20 of Northern Addition to the City of LaCrosse; containing, in the aggregate, 6,000 square feet of land, more or less.

ALSO

All that part of the North Half of Gillette Street, as shown on the plat of said Northern Addition to the City of LaCrosse, which is appurtenant to said 30 foot wide right of way.

Together with approximately 225 lineal feet of track located thereon.

This conveyance is subject to all existing rights of way, easements, licenses and permits, whether or not of record, and to all exceptions and reservations of record.

FEB 1 9 1981

RECORDED

AT 10.50 A.M. -
 CHARLES R. WEALEY, JR.
 REGISTER OF DEEDS
 La Crosse County, WI

TRANSFER
 \$6.00
 FEB

PAGE 657 PAGE 974

IN WITNESS WHEREOF, this instrument is executed in the name of said Trustee and on his behalf by _____ thereunto duly authorized this _____.

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By [Signature]
 Asst. Vice President

WITNESS:

[Signature]
 For said Trustee Secretary
 G. G. GRUDNIEWSKI

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R. M. Keegan, Real Estate Attorney, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

FORM "N"

WI 657 REC 975

STATE OF ILLINOIS
COUNTY OF COOK

On this FEBRUARY 12 1991, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared _____
ASST. VICE PRESIDENT for the Trustee aforesaid, to
whom known to be the identical person named in and who executed
the foregoing instrument, and acknowledged that he executed
the same as his voluntary act and deed on behalf of the Trustee
aforesaid.

Raymond H. Kegan
RAYMOND H. KEGAN
Notary Public, No. 1234567, Ill.
My Commission Expires Dec. 31, 1989

NOTARY PUBLIC
STATE OF ILLINOIS

STATE OF WISCONSIN
Department of State } ss.
Received this June 4 day of
June A. D. 1982 at 8
o'clock A.M. and recorded in Vol.
52 of RRM
on page 46-48
W. H. Phillips
Secretary of State

RELEASE

1741074

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co., Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York:

VOL 3604 PAGE 93

NOW THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee, in consideration of One Dollar (\$1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said Mortgage and the several supplements thereto having been recorded, respectively, in the County of Dane

10741112606
1000000

DATE	RECORDING OFFICE	BOOK AND PAGE
November 1, 1949	Secretary of State	41 235
June 1, 1952	" " "	44 153
August 1, 1952	" " "	44 221
January 1, 1954	" " "	45 16
August 1, 1954	" " "	45 288
September 15, 1954	" " "	45 300
August 10, 1972	Register of Deeds	411 Record 45
October 15, 1974	Register of Deeds & Secretary of State	Records 199 530 RRM 252
October 1, 1977	Register of Deeds & Secretary of State	Records 262 887 RRM 530

release from the lien and operation of said deed or trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL GULF RAILROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Dane State of Wisconsin, and more particularly described as follows:

(Cont'd. Page 2)

Relic ch

VOL 3604 PAGE 94

A parcel of land located in the North Half of the Southwest Quarter of Section 32, Township 7 North, Range 9 East, (Town of Madison) City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the West Quarter corner of said Section 32; thence South 89° 47' 36" East, 1308.15 feet to the point of beginning; thence continuing South 89° 47' 36" East, 125.69 feet; thence South 06° 13' 44" West, 602.84 feet; thence North 83° 46' 16" West, 125.00 feet; thence North 06° 13' 44" E. 589.65 feet to the point of beginning. This parcel contains 74,531 square feet, 1.745 acres.

without, however, releasing from the lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

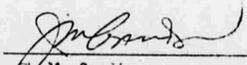
IN WITNESS WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee aforesaid, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized as of this 28th day of September, 1981.

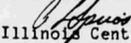
VOL 3604 PAGE 95

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee aforesaid

BY: 
R. J. Crooks TRUST OFFICER

ATTEST:


L. M. Gaudioso Assistant Secretary

THIS INSTRUMENT PREPARED BY:

Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

VOL 3604 PAGE 96

I, Harold Robinson, a Notary Public in and for the said County and State, hereby certify that F. J. Crooks, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personally known to me and known to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and in said State and County and being by me duly sworn did say that he was on the date of the execution of the said instrument Trust Officer of the said corporation; and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and he acknowledged that he, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by J. M. Gaudioso as Assistant Secretary of said corporation.

GIVEN under my hand and seal of office in New York, New York County, State of New York, this 28th day of September, 1981.

Harold Robinson
Notary Public

My Commission Expires:

HAROLD ROBINSON
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-4731138
Commission Expires March 30, 1982



STATE OF WISCONSIN) ss.
Department of State
Received this 11 day of
June A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of REM
on page 49-52
Del. Phillips
Secretary of State

REGISTRAR'S OFFICE
DANE COUNTY, WIS. SS
RECORDED ON
Mar 28 3 22 PM 1982
VOL. 3604 PAGE 96
CAROL R. HAHNKE
REGISTER OF DEEDS

VOL 3605 PAGE 3

1741077

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, 233 North Michigan Avenue, Chicago, Illinois 60601, for and in consideration of the sum of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, MADISON REAL ESTATE INVESTMENT FUND, a Wisconsin common-law trust all its right, title, interest and claim in and to the following described lands and property situated in the County of Dane and State of Wisconsin to wit:

A parcel of land located in the North Half of the Southwest Quarter of Section 32, Township 7 North, Range 9 East, (Town of Madison) City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the West Quarter corner of said Section 32; thence South 89° 47' 36" East, 1308.15 feet to the point of beginning; thence continuing South 89° 47' 36" East, 125.69 feet; thence South 06° 13' 44" West, 602.84 feet; thence North 83° 46' 16" West, 125.00 feet; thence North 06° 13' 44" East, 589.65 feet to the point of beginning. This parcel contains 74,531 square feet.

Subject to an easement for Hammersley Road across the northerly 33.0 feet thereof and an easement for the West Madison Beltline across the northeasterly corner thereof.

GRANTOR reserves for itself, its successors or assigns a non-exclusive easement for roadway purposes on, over and across the easterly 10.0 feet of the premises hereinabove described.

TRANSFER
\$270.00 ✓
FEE PAID

pd 8⁰⁰ ch.

GRANTOR reserves for itself, its successors and assigns all coal, oil, gas, ores and any other minerals whether similar or dissimilar or now known to exist or hereafter discovered of every kind in, on or under said premises, together with the right at any time to explore, drill for, mine, remove and market all such products in any manner which will not damage structures on the surface of said premises. Grantee will release for itself, its successors or assigns the Grantors, its successors or assigns from any liability for any damages attributable to removing said minerals and this release shall run with the land.

GRANTOR reserves the right for the continued maintenance, replacement and use of all existing conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

IN WITNESS WHEREOF, ILLINOIS CENTRAL GULF RAILROAD COMPANY, the Grantor, has caused these presents to be signed by its Vice President, and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 31st day of MARCH, 1982.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By R. A. Irvine
R. A. Irvine
Vice President

ATTEST:
W. H. Sanders
W. H. Sanders
Assistant Secretary

ICGRR Co

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify that R. A. Irvine, personally known to me to be the Vice President of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation and W. H. Sanders, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 31st day of MARCH, 1982

Arthur L. Irvine
Notary Public



My Commission Expires:

FEBRUARY 25TH, 1985

Description Approved: ICGRR Co.

Form Approved: ICGRR Co.
Attorney

STATE OF WISCONSIN) ss.
Department of State)
Received this 11 day of
June A. D. 19 82 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 53-55
Del Phillips
Secretary of State

REGISTERS OFFICE
DANE COUNTY, WIS. SS
RECORDED ON
MAY 28 3 21 PM '82
VOL 3605
PAGE 5
CANDY R. HARRIS
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY:
P. L. Jones
Real Estate Department
ILLINOIS CENTRAL GULF RAILROAD COMPANY
233 North Michigan Avenue
Chicago, Illinois 60601

EASEMENT FOR ROADWAY PURPOSES,
AND RELEASE OF PRIOR EASEMENTS

VOL 3605 PAGE 6

1741078

THIS AGREEMENT, made and entered into this 29 day of April, 1982 by and between ELMER H. BRUNSELL, ROY H. LUHMAN, WILLIAM R. BRUNSELL, d/b/a BRUNSELL BROTHERS LUMBER & MILLWORK COMPANY, a partnership, hereinafter referred to as "Brunsell", and MADISON REAL ESTATE INVESTMENT FUND, a Wisconsin common law trust, hereinafter referred to as "MREIF", and ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation, hereinafter referred to as "ICG",

WHEREAS, Brunsell is the owner of the following parcel, hereinafter referred to as the "Brunsell Parcel", to-wit:

A part of Section 32, Township 7 North, Range 9 East, more particularly described as follows:

Beginning at the intersection of the easterly right of way line of the Illinois Central Railroad and the south line of the North one-half of the Southwest Quarter of said section, thence North 5°05' East along said easterly right of way line a distance of 250 feet to the beginning point of this description, thence North 5°05' East along said easterly right of way line 1081.6 feet, thence North 88°55' East 151 feet, thence South 5°0.5' West parallel with the easterly line of the Illinois Central Railroad right of way 1081.6 feet, thence South 88°55' West 151 feet to the point of beginning.

Except a triangular parcel of land in the northerly end of the portion above described, which was conveyed by the grantors unto Dane County, Wisconsin, for highway purposes by that certain deed dated the 15th day of October, 1946 and comprising an area of 0.17 acres more or less.

and,

WHEREAS, MREIF is or will be the owner of the following parcel, hereinafter referred to as the "MREIF Parcel", to-wit:

A parcel of land located in the North Half of the Southwest Quarter of Section 32, Township 7 North, Range 9 East, (Town of Madison) City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the West Quarter corner of said Section 32; thence South 89°47'36" East, 1308.15 feet to the point of beginning; thence continuing South 89°47'36" East, 125.69 feet; thence South 06°13'44" West, 602.84 feet; thence North 83°46'16" West, 125.00 feet; thence North 06°13'44" East, 589.65 feet to the point of beginning.

This parcel contains 74,531 square feet.

Pl 12⁰⁰ ch.

and,

VOL 3605 PAGE 7

WHEREAS, ICG granted a certain non-exclusive easement to Brunsell over and across the following described parcel, hereinafter referred to as the "ICG/Brunsell Easement Parcel":

A parcel of land in the SW 1/4 of Section 32, Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more particularly described as follows:

Commencing at the NE corner of the Plat of Summit Ridge; thence S89°00'E, 72.99 feet along the extended North line of Summit Ridge Plat; thence N6°48'10"E, 746.50 feet to the point of beginning; thence N 83°-11'-50" W, 20 feet; thence N 6°-48'-10" E, 595 feet more or less to the centerline of Hammersly Road; thence Easterly along said centerline 20 feet more or less to a point; thence southerly 595 feet more or less to the point of beginning,

which ICG/Brunsell Easement is contained in a conveyance recorded in Volume 290, page 142, as Document No. 1306647, Dane County Registry and,

WHEREAS, the easterly boundary of the Brunsell Parcel and the westerly boundary of the MREIF Parcel are contiguous, and

WHEREAS, the parties desire to release current easements for roadway purposes affecting their respective parcels and to establish a new easement for roadway purposes, being 20 feet in width, the center line of which is the common boundary line of the MREIF and Brunsell Parcels,

NOW, THEREFORE, the parties hereby agree as follows:

1. MREIF, for itself, its successors and assigns, hereby creates a perpetual, non-exclusive easement for ingress and egress for vehicular and pedestrian traffic for the benefit of Brunsell and ICG and their heirs, personal representatives, successors and assigns in title, for their own use and for their tenants, invitees and licensees, over and across the easterly 10 feet of the MREIF Parcel.

2. Brunsell, for itself, its partners, their heirs, personal representatives and successors and assigns, hereby creates a perpetual, non-exclusive easement for ingress and egress for vehicular and pedestrian traffic for the benefit

of MREIF and ICG, and their successors and assigns in title, for their own use and for their tenants, invitees and licensees, over and across the westerly 10 feet of the Brunsell Parcel.

3. MREIF and Brunsell further agree for themselves, their heirs, personal representatives, successors and assigns to maintain, repair and replace, if and when such replacement shall be necessary, the driveway including asphalt or other appropriate surface and all subsurface materials, MREIF and Brunsell being responsible for such maintenance, repair and replacement with respect to the driveway and easement located on their respective parcels.

4. The driveway easement area shall be kept clear of obstructions, and the parties agree that no buildings or other improvements other than the appropriate driveway surface or the installation of utility improvements such as for sewer, water, gas, electricity and cables for transmission of power including telecommunications, shall be constructed upon, over or under the easement area.

5. ICG and Brunsell agree that the ICG/Brunsell Easement Parcel above described shall be amended to hereafter constitute the easterly 10 feet of the MREIF Parcel and said easement contained in the conveyance recorded as Document No. 1306647 shall hereafter be amended accordingly.

6. MREIF and Brunsell warrant that they are the true and lawful owners of their respective premises, free and clear of all mortgages, liens or other encumbrances, and that they will warrant and forever defend their respective titles against all claims whatsoever. The easements shall be covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns and all persons claiming under them.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above set forth.

MADISON REAL ESTATE INVESTMENT FUND

By: E. Thomas Spengler
E. Thomas Spengler,
President

Attest: Donald R. Huggett
Donald R. Huggett,
Secretary

Elmer H. Brunsell
ELMER H. BRUNSELL

Roy H. Luhman
ROY H. LUHMAN

William R. Brunsell Sr.
WILLIAM R. BRUNSELL,

d/b/a BRUNSELL BROTHERS
LUMBER & MILLWORK COMPANY

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By: R. A. Irvine
R. A. Irvine, Vice President

Attest: W. Hendus
Assistant Secretary

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 29th day of April, 1982 the above named Elmer H. Brunsell, Roy H. Luhman and William R. Brunsell, d/b/a Brunsell Brothers Lumber & Millwork Company to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lois Utterwell
Notary Public, State of Wisconsin
My Commission: 6-23-85

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 29 day of April, 1982 the above named E. Thomas Spengler, President and Donald R. Huggett, Secretary, as officers of Madison Real Estate Investment Fund, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of said common law trust, by its authority.

Debra M. Traquitt
Notary Public, State of Wisconsin
My Commission: expires 12-15-85

This instrument drafted by:

Attorney Donald R. Huggett
121 South Pinckney Street
Madison, Wisconsin 53703

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify that R. A. Irvine, personally known to me to be the Vice President of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation and W. H. Sanders, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of April, 1982.

Robert L. Jones
Notary Public

My Commission Expires:

My Commission Expires
February 25, 1985

REGISTRAR'S OFFICE
DANE COUNTY, WIS. SS
RECORDS & CLERK
VOL 3605
144 78 3 25 PM '82
CANDACE HANNEKE
REGISTER OF DEEDS

STATE OF WISCONSIN) ss.
Department of State
Received this 11 day of
June A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of RRN
on page 56-60
Del Phillips
Secretary of State



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware, do hereby certify that the attached is a true and correct copy of Certificate of Amendment filed in this office on August 7, 1981.



Form 130

Glenn C. Kenton
Glenn C. Kenton, Secretary of State
BY: *M. Toop*
DATE: August 7, 1981

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of said corporation, resolutions were duly adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation declaring said amendment to be advisable and resolving that the proposed amendment be put to a vote of the stockholders of said corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the first paragraph of Article 4 of the Certificate of Incorporation of the Company be amended to read as follows:

"The total number of shares of capital stock which this corporation shall have authority to issue is 27,065,003 shares, of which three shares shall be Class T Common Stock with the par value of \$50 per share ('Class T Common'), 27,000,000 shares shall be Class A Common Stock with the par value of \$.28 per share ('Class A Common'), 15,000 shares shall be Preference Shares with the par value of \$10,000 per share, and 50,000 shares shall be Preference Shares of 1980 with the par value of \$10,000 per share. As used in Paragraphs A and B of this Article 4, 'Preference Shares' refers to both the 15,000 share class of Preference Shares described in Paragraph C and the 50,000 share class of Preference Shares of 1980 described in Paragraph D; as used in Paragraph C, 'Preference Shares' refers only to the 15,000 share class of Preference Shares described therein."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of Class A Common stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting a majority of the outstanding shares of Class A Common Stock was voted in favor of the amendment.

THIRD: That in lieu of a meeting of Class T Common stockholders, a consent in writing, setting forth a vote in favor of the amendment, has been signed by the holders of all the Class T Common Stock in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FIFTH: That this Certificate of Amendment of the Certificate of Incorporation of said corporation shall become effective as of the close of business on the date of filing hereof with the Secretary of State of Delaware.

SIXTH: That the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY has caused its corporate seal to be hereto affixed and this certificate to be signed by Louis T. Duerinck, its Senior Vice President--Law and Real Estate, and attested by J.S. Edwards, its Assistant Secretary, this 5th day of August, 1981.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Louis T. Duerinck
Louis T. Duerinck, Senior Vice President --
Law and Real Estate



ATTEST:
J.S. Edwards
J.S. Edwards, Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)

BE IT REMEMBERED that on this 5th day of August, 1981, personally came before me, a Notary Public in and for the County and State aforesaid, Louis T. Duerinck, a Senior Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation of the State of Delaware, and he duly executed said certificate before me and acknowledged said certificate to be his act and deed and the act and deed of said corporation and that the facts stated therein are true; and that the seal affixed to said certificate and attested by the Assistant Secretary of said corporation is the common or corporation seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this day and year aforesaid.

Marcia J. Owens
Notary Public

My Commission expires My Commission Expires Sept. 7, 1983

STATE OF WISCONSIN
Department of State } ss.
Received this 15 day of
June A. D. 1982 at 8
o'clock AM and recorded in Vol.
52 of R.R.M.
on page 64-63
Al Puley
Secretary of State

3 UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Name of Presiding Judge, Honorable THOMAS R. McMILLEN

Cause No. 77 B 8999 Date June 7, 1982

Title of Cause Richard B. Ogilvie, Trustee of the Property of the Chicago Milwaukee, St. Paul and Pacific Railroad Company, Debtor

Brief Statement of Motion Application of the Trustee for Authority to Abandon the Line Between Middleton and Richland Center, Wisconsin and to Sell the Line Between Middleton and Prairie du Chien, Wisconsin (and Connecting Branches) in Dane, Iowa, Sauk, Richland, Grant and Crawford Counties, Wisconsin State of Wisconsin Department of Transportation. The rules of this court require counsel to furnish the names of all parties entitled to notice of the entry of an order and the names and addresses of their attorneys. Please do this immediately below (separate lists may be appended).

Names and Addresses of moving counsel Robert H. Wheeler, IL&B, Three First National Plaza Chicago, Illinois 60602

Representing Trustee

Names and Addresses of other counsel entitled to notice and names of parties they represent. See Official Service List

Reserve space below for notations by minute clerk

Enter order No. 587: that the Trustee is authorized to abandon the lines between Middleton and Richland Center, Wisconsin and to sell the lines between Middleton and Prairie du Chien, Wisconsin in Dane, Iowa, Sauk, Richland, Grand and Crawford Counties, Wisconsin. (DRAFT)

McMillen

Hand this memorandum to the Clerk. Counsel will not rise to address the Court until motion has been called.

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

IN THE MATTER OF) In Proceedings for the
CHICAGO, MILWAUKEE, ST. PAUL) Reorganization of a
AND PACIFIC RAILROAD COMPANY,) Railroad
Debtor.) No. 77 B 8999
Thomas R. McMillen, Judge

ORDER NO. 587

Upon consideration of the "Application of the Trustee for Authority to Abandon the Lines between Middleton and Richland Center, Wisconsin and to Sell the Lines between Middleton and Prairie du Chien, Wisconsin in Dane, Iowa, Sauk, Richland, Grant and Crawford Counties, Wisconsin (State of Wisconsin Department of Transportation)" dated May 24, 1982, IT IS ORDERED that:

- (1) the Trustee is authorized to abandon the lines between milepost 146.7 at Middleton and milepost 182.65 at Lone Rock; between milepost 0.00 at Lone Rock and milepost 16.14 at Richland Center; and between milepost 0.00 at Mazomanie and milepost 9.45 at the Badger Ordnance Works near Prairie du Sac, all in the State of Wisconsin (the "Richland Center Line"), a total distance of approximately 61.54 miles;
- (2) the Trustee is authorized to terminate service on the Richland Center Line ten (10) days after giving the notice required by Article I, Paragraph 4 of Appendix B to the Report of the Special Master dated February 20, 1980 ("Appendix B");

(3) the conditions contained in Appendix B are adopted for the protection of employees that may be affected by the authorized abandonment, including Section 4(e) therein as specified in Order No. 276B and Section 4(f) therein as specified in Order No. 324A;

(4) the Trustee is authorized to defer payment of amounts due under the imposed labor protective conditions and jurisdiction is reserved to determine the priority for paying such claims at a future date and to determine the rights of employees covered by Appendix B in the event of changed conditions in the course of the reorganization proceedings;

(5) the Trustee is authorized to sell and convey by quitclaim deed, free of liens and other claims (including applicable mortgage liens and state and local tax liens or claims), his interest in approximately 1,579 acres of the Debtor's branch line between Middleton and Prairie du Chien, including the connecting branches between Mazomanie and Badger Ordnance Works and between Lone Rock and Richland Center, in Dane, Iowa, Sauk, Richland, Grant and Crawford Counties, Wisconsin to State of Wisconsin Department of Transportation ("WisDOT"), or its nominee, for a cash consideration of \$2,944,000;

(6) the rights, claims, liens and interests of the Trustee, the holders of any Trustee's certificates, the Debtor, the trustees under applicable mortgages, state and local tax agencies, and other claimants in, upon or against the property authorized to be sold by the order shall be transferred from such property to the net proceeds from the sale;

(7) the proceeds from the sale, net of all expenses incident or related thereto, shall, until further Order of the Court, be deposited and retained in the existing trust account bearing the designation "Real Estate Sales" at the Continental Illinois National Bank and Trust Company of Chicago and shall be invested pursuant to Order No. 536 in accordance with instructions from the Trustee or a person designated by him; and

(8) the proposed "Purchase Agreement (Middleton-Lone Rock-Prairie du Chien)" dated May 21, 1982 between the Trustee and WisDOT ("Purchase Agreement") is approved.

In accordance with Rule 8-509(a) of the Rules of Bankruptcy Procedure, this Court finds that the foregoing authorization is in the best interest of the Debtor's estate and ultimate reorganization.

Thomas R. McMillen
Thomas R. McMillen
Judge, U. S. District Court

Dated: June 7, 1982.

STATE OF WISCONSIN	}	ss.
Department of State		
Received this	9	day of
<i>Tuesday</i>	A. D. 19	at <i>2</i>
o'clock	P.M. and recorded in Vol.	
52 of	REM	
on page	<i>Val Peterson</i>	
	Secretary of State	

A TRUE COPY ATTEST
H. STUART CUNNINGHAM, CLERK

Kathleen Brand
DEPUTY CLERK
U. S. DISTRICT COURT, NORTHERN
DISTRICT OF ILLINOIS

DATE: *June 8, 1982*

ppr 1/10/82

QUITCLAIM DEED

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 587 of said Court entered June 7, 1982, for and in consideration of the sum of \$2,944,000.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 587, unto STATE OF WISCONSIN, Department of Transportation, Grantee, subject to any and all exceptions and reservations hereinafter set forth, Grantor's interest in approximately 1,579 acres of said Railroad's line of Railroad in Dane, Iowa, Sauk, Richland, Grant and Crawford Counties, Wisconsin, and more particularly described as follows, to-wit:

MIDDLETON TO PRAIRIE DU CHIEN

IN TOWNSHIP 7 NORTH, RANGE 8 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN:

A strip of land of varying widths each being equidistant from the centerline of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track between the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 10, said Town and Range, west of Middleton, Wisconsin, which point is approximately Railroad Milepost 146.72 (Engineering Station 5485+80±) and the end of the Grantor's track at Prairie du Chien, Wisconsin.

Beginning with a 6 rod width strip of land from the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, said Town 7 North, Range 8 East; thence said strip of land continues through the said NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 10; N $\frac{1}{2}$ S $\frac{1}{2}$, Section 9; N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8. A 100 foot wide strip of land across the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7. A 6 rod wide strip of land across the SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 7, to the west line of said Town of Middleton.

IN TOWNSHIP 7 NORTH, RANGE 7 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF CROSS PLAINS, DANE COUNTY, WISCONSIN:

A 6 rod wide strip of land continues through the SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12; S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 11.

ALSO, that part of said Section 11 as recorded on May 10, 1871 in Volume 87 of Deeds on Page 134.

A 6 rod wide strip of land continues through the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 2; E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 3; S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 4.

ALSO, that part of Section 4, as recorded on June 30, 1862 in Volume 55 of Deeds on Page 585.

A 6 rod wide strip continues across the N $\frac{1}{2}$ NE $\frac{1}{4}$, Section 5 to the north line of the Town of Cross Plains.

IN TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BERRY, DANE COUNTY, WISCONSIN:

A 6 rod wide strip of land continues across the SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32; N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 31 to the west line of the Town of Berry.

IN TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BLACK EARTH, DANE COUNTY, WISCONSIN:

A 6 rod wide strip of land continues across the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 36.

A 4 rod wide strip of land across the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 36.

A 6 rod wide strip of land across the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 36.

ALSO, that part of Section 36 as recorded on August 29, 1885 in Volume 124 of Deeds on Page 302.

ALSO, that part of Section 36 as recorded on August 31, 1885 in Volume 124 of Deeds on Page 303.

A 6 rod wide strip of land across the SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 25.

ALSO, that part of Section 25 as recorded on October 23, 1885 in Volume 128 of Deeds on Page 144.

A 4 rod wide strip of land across the E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 26.

A 6 rod wide strip of land across the NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, Section 26.

ALSO, that part of Section 26 as recorded on June 5, 1856 in Volume 35 of Deeds on Pages 393, 395 and 412 (except those parts conveyed to Town of Black Earth by Deed dated April 24, 1978 and to Wisconsin Heights School District by Deed dated April 18, 1978).

A 4 rod wide strip of land across the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 27; SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22.

A 6 rod wide strip of land across the W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 22.

A 4 rod wide strip of land across the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 22.

A 6 rod wide strip of land across the NW $\frac{1}{4}$, Section 22; SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15; E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 16. Also, those parts of Section 16 as recorded on June 5, 1856 in Volume 35 of Deeds on Page 408; and on May 8, 1857 in Volume 40 of Deeds on Page 503 (except that part conveyed to Charles J. Lucey and wife by Deed dated February 4, 1970.)

A 6 rod wide strip of land across the N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 17; S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 18 to the west line of the Town of Black Earth and west line of Dane County, Wisconsin.

IN TOWNSHIP 8 NORTH, RANGE 5 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ARENA, IOWA COUNTY, WISCONSIN:

A 6 rod wide strip of land across the N $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 13.

ALSO, all that part of Section 13 as recorded on November 3, 1879 in Volume 35 of Deeds on Page 116.

A 6 rod wide strip of land across the S $\frac{1}{2}$ S $\frac{1}{2}$, Section 14; S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15.

A 100 foot wide strip of land across the W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 15; E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 16.

A 6 rod wide strip of land across the W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 16.

ALSO, those parts of Section 16 as recorded on July 9, 1856 in Volume Y of Deeds on Page 519 and on June 10, 1927 in Volume 104 of Deeds on Page 31.

A 6 rod wide strip of land across the N $\frac{1}{2}$ S $\frac{1}{2}$, Section 17; N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 18.

IN TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ARENA, IOWA COUNTY, WISCONSIN:

A 6 rod wide strip of land across the NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, Section 13; S $\frac{1}{2}$ N $\frac{1}{2}$, Section 14.

A 100 foot wide strip of land across the S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 15.

A 6 rod wide strip of land across the SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 15; N $\frac{1}{2}$ N $\frac{1}{2}$, Section 16 to the west line of the Town of Arena, in the Wisconsin River, Iowa County, Wisconsin.

ALSO, that part of Section 16 as recorded on May 1, 1856 in Volume Z of Deeds on Page 13 (except that part conveyed to Marie Baker, by Deed dated July 9, 1969).

IN TOWNSHIP 8 NORTH, RANGE 4 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF SPRING GREEN, SAUK COUNTY, WISCONSIN:

A 100 foot wide strip of land continues from the east line of the Town of Spring Green in the Wisconsin River

across the N $\frac{1}{2}$ N $\frac{1}{2}$, Section 17; SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 18; S $\frac{1}{2}$ S $\frac{1}{2}$, Section 7.

ALSO, all that part of Section 7 as recorded on May 13, 1858 in Volume N of Deeds on Page 109 (except those parts conveyed to Certco, Inc. by Deed dated August 7, 1975 and to the Village of Spring Green, Wisconsin by Deed dated November 30, 1979 and to the Village of Spring Green, Wisconsin by Deed dated September 4, 1980).

IN TOWNSHIP 8 NORTH, RANGE 3 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF SPRING GREEN, SAUK COUNTY, WISCONSIN:

A 100 foot wide strip of land across the S $\frac{1}{2}$ S $\frac{1}{2}$, Section 12; S $\frac{1}{2}$ S $\frac{1}{2}$, Section 11; SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 10; N $\frac{1}{2}$ S $\frac{1}{2}$, Section 9; N $\frac{1}{2}$ S $\frac{1}{2}$, Section 8; N $\frac{1}{2}$ S $\frac{1}{2}$, Section 7 to the west line of the Town of Spring Green, and the west line of Sauk County, Wisconsin.

IN TOWNSHIP 8 NORTH, RANGE 2 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN:

Also, all those parts of Section 12 as recorded on May 13, 1857 in Volume H of Deeds on Pages 92, 96, 97, 98 and 107.

A 100 foot wide strip of land across the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12; NE $\frac{1}{4}$ SE $\frac{1}{4}$, Government Lot 3 (except the west 20 acres), Section 11.

A 6 rod wide strip of land across the west 20 acres, Government Lot 3, Government Lot 4, 5, Section 11; Government Lot 1, Section 10 to the west line of the Town of Buena Vista, in the Wisconsin River, Richland County, Wisconsin.

IN TOWNSHIP 8 NORTH, RANGE 2 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF CLYDE, IOWA COUNTY, WISCONSIN:

A 6 rod wide strip of land continues from the east line of the Town of Clyde, in the Wisconsin River, across Government Lots 1, 2, N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 10; N $\frac{1}{2}$ S $\frac{1}{2}$, Section 9; N $\frac{1}{2}$ S $\frac{1}{2}$, Section 8; N $\frac{1}{2}$ S $\frac{1}{2}$, Section 7 to the west line of the Town of Clyde.

IN TOWNSHIP 8 NORTH, RANGE 1 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF PULASKI, IOWA COUNTY, WISCONSIN:

A 6 rod wide strip of land across the N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 12.

ALSO, all those parts of Section 12 as recorded on May 16, 1857 in Volume Z of Deeds, on Page 593 (except those parts conveyed to Laufenberg Feed & Agri-Service, Inc. by Deed dated December 28, 1981 and to Arthur W. Wolfgram by Deed dated February 11, 1977).

ALSO, all those parts of said Section 12 as recorded on November 9, 1920 in Volume 65 of Deeds on Page 438; and recorded on November 12, 1928 in Volume 114 of Deeds on Page 290; and Resolution of the Village of Avoca dated July 30, 1876 which resolution vacates Fourth Street (except that part conveyed to Fount Derrickson by Deed dated October 8, 1928).

A 6 rod wide strip of land across the N $\frac{1}{2}$ S $\frac{1}{2}$, Section 11; N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 10.

ALSO, all that part of Section 9 as recorded on July 16, 1858 in Volume 3 of Deeds on Pages 111 and 113 subject to dedication to Iowa County for highway purposes dated January 25, 1932.

A 6 rod wide strip of land across the S $\frac{1}{2}$ N $\frac{1}{2}$, Section 8; S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 7.

A 100 foot wide strip of land across the S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 7 to the west line of the Town of Pulaski, and the west line of Iowa County, Wisconsin.

IN TOWNSHIP 8 NORTH, RANGE 1 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF MUSCODA, GRANT COUNTY, WISCONSIN:

A 100-foot wide strip of land across the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 12.

ALSO, all those parts of Section 12 as recorded on May 27, 1857 in Volume F-2 of Deeds on Pages 218, 219, 220, 221 and 223.

A 100 foot wide strip of land across the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 11.

A 6 rod wide strip of land across the SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 11; S $\frac{1}{2}$ N $\frac{1}{2}$, Section 10; S $\frac{1}{2}$ N $\frac{1}{2}$, Section 9; S $\frac{1}{2}$ N $\frac{1}{2}$, Section 8; S $\frac{1}{2}$ N $\frac{1}{2}$, Section 7 to the west line of the Town of Muscoda.

IN TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WATTERSTOWN, GRANT COUNTY, WISCONSIN:

A 6 rod wide strip of land across the S $\frac{1}{2}$ N $\frac{1}{2}$, Section 12; S $\frac{1}{2}$ N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11; N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 10; S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 9; NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 16; E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17.

A 100 foot wide strip of land across the W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 17; S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 18.

A 6 rod wide strip of land across the N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 19 to the west line of the Town of Watterstown.

ALSO, that part of Section 19 as recorded on September 2, 1918 in Volume 198 of Deeds on page 33.

ALSO, easement rights over that part of Section 19 as recorded on December 24, 1935 in Volume 238 of Deeds on Page 153.

IN TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BOSCOBEL, GRANT COUNTY, WISCONSIN:

A 100 foot wide strip of land across SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 24; NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 25; E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26.

ALSO, those parts of Section 26 and Section 27 as recorded on May 27, 1857 in Volume F-2 of Deeds on Pages 224, 225 and 227.

ALSO, that part of Section 27 as recorded on June 13, 1867 in Volume 61 of Deeds on Page 51.

ALSO, all that part of Block 43 of the Original Plat of the Village of Boscobel, not previously described.

A 6 rod wide strip of land across the NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 34; SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Government Lot 4, Section 33 to the South Line of the Town of Boscobel.

IN TOWNSHIP 7 NORTH, RANGE 3 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF MARION, GRANT COUNTY, WISCONSIN:

A 6 rod wide strip of land across the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 4; E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Government Lot 1, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 5.

A 35 foot wide strip of land across the W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 5; S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 6; NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 7 to the West line of the Town of Marion.

IN TOWNSHIP 7 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WOODMAN, GRANT COUNTY:

A 35 foot wide strip of land across the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 12.

A 6 rod wide strip of land across the N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 12.

ALSO, that part of Section 12 and Section 13 as recorded on July 9, 1862 in Volume V-2 of Deeds on Page 112, not previously described (except that part conveyed to the Village of Woodman by deed dated February 3, 1982).

A 6 rod wide strip of land across the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14.

ALSO, a strip of land across the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14, 6 rods in width at the East line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14 tapering to a width of 35 feet at the West line thereof.

ALSO, a 35 foot wide strip of land across the following described parcels and the Wisconsin River in Government Lots 1, 2 and 3, Section 14; Government Lot 9, Section 15 to the North line of the Town of Woodman, in the Wisconsin River, Grant County, Wisconsin.

IN TOWNSHIP 7 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WAUZeka, CRAWFORD COUNTY, WISCONSIN:

A 35 foot wide strip of land continuing from the South line of the Town of Wauzeka, in the Wisconsin River, across Government Lot 10, Section 15; Government Lot 5, Section 10 to the northwest bank of the Wisconsin River, also being the southeast line of Government Lot 2 said Section 10.

A 100 foot wide strip of land across Government Lot 2, S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 10; Government Lot 6, Section 15; N $\frac{1}{2}$

N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16; Government Lots 4, 5, Section 17.

ALSO, all that part of Section 17, as recorded on July 12, 1856 in Volume II (2) of Deeds on Page 354.

ALSO, all that part of Section 18, as recorded on June 7, 1863 in Volume 18 of Deeds on Page 168 (except that part conveyed to Gerald and Mary Krachey by deed dated July 16, 1979).

A 6 rod wide strip of land across the NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 18.

IN TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WAUZEKA, CRAWFORD COUNTY, WISCONSIN:

A 6 rod wide strip of land across the N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 13; S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 14.

ALSO, all those parts of Section 13 and Section 14 as recorded on June 6, 1940 in Volume 152 of Deeds on Page 613.

ALSO, all that part of Section 14 as recorded on July 9, 1940 in Volume 152 of Deeds on Page 635. A 6 rod wide strip of land across NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23; SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 22; N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 27; SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28; NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33; E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 32.

IN TOWNSHIP 6 NORTH, RANGE 5 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WAUZEKA, CRAWFORD COUNTY, WISCONSIN:

A 6 rod wide strip of land across Government Lots 6, 7, 8, Section 5; Government Lots 1, 2, 3, Section 6.

ALSO, that part of Section 6 as recorded on June 12, 1903, in Volume 68 of Deeds on Page 553.

A 6 rod wide strip of land across Section 7 to the West line of the Town of Wauzeka.

IN TOWNSHIP 6 NORTH, RANGE 6 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRIDGEPORT, CRAWFORD COUNTY, WISCONSIN:

A 6 rod wide strip of land across Government Lots 2, 3, 4, 5, Section 12.

A 100 foot wide strip of land across Governments Lots 1, 2, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11; Section 14.

ALSO, all that part of Section 11 as recorded on January 4, 1886 in Volume 47 of Deeds on Page 420.

ALSO, all that part of Section 11 and Section 14 as recorded on June 22, 1880 in Volume 39 of Deeds on Page 350.

A 6 rod wide strip of land across Government Lots 5, 6, 7, 8, Section 15; N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16; S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 9; SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW part, Section 8 to the South line of Farm Lot 43 of Private Land Claims of Prairie du Chien.

ALSO, a 6 rod wide strip of land across Farm Lot 43, Private Land Claims of Prairie du Chien (except that part conveyed to Burlington Northern, Inc. by deed dated October 24, 1980) and there terminates. For purposes of continuity, only, the centerline continues westerly and northerly along the property conveyed to Burlington Northern, Inc. by deed dated October 24, 1980.

IN TOWNSHIP 7 NORTH, RANGE 7 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRIDGEPORT, CRAWFORD COUNTY, WISCONSIN:

Said strip of land of varying widths continues northerly from the last described centerline commencing at the northerly terminus of the property conveyed to said Burlington Northern, Inc. by said deed dated October 24, 1980 and comprises all those parts of Farm Lot 35 of Private Land Claims at Prairie du Chien (Section 36) recorded on March 10, 1862 in Volume 16 of Deeds on Page 462; and also, recorded on December 19, 1860 in Volume 16 of Deeds, on Page 83; and also, recorded on July 22, 1898 in Volume 61 of Deeds, on Page 415; and also, recorded December 27, 1860 in Volume 16 of Deeds, on Pages 102 and 103; and also, as recorded July 22, 1898 in Volume 61 of Deeds, on Page 401.

ALSO, rights of Grantor across all public streets and rights of way in said Section 36.

ALSO, all of Block 149 of Union Plat, in the City of Prairie du Chien, Wisconsin, and all land lying between said Block and Mississippi River as recorded on July 8, 1898 in Volume 61 of Deeds on Page 404.

ALSO, all of Block 148 of Union Plat in said City of Prairie du Chien, and all land lying between said Block and Mississippi River as recorded on July 26, 1898 in Volume 61 of Deeds, on Page 416.

ALSO, rights of the Grantor across the Marias De St. Friele.

ALSO, Government Lot 1, Section 36.

IN TOWNSHIP 7 NORTH, RANGE 7 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF PRAIRIE DU CHIEN, CRAWFORD COUNTY, WISCONSIN:

ALSO, Government Lot 2, Section 25 (except those parts conveyed to the State of Wisconsin by Deed dated January 28, 1972 and conveyed to City of Prairie du Chien by Deed dated July 23, 1958).

A 50 foot wide strip of land across Lots 36 and 37 of Private Land Claims, Main Village (now City) of Prairie du Chien.

ALSO, all those parts of Original Lots 32, 33, 34, 35 of Private Land Claims in Main Village (now City) of Prairie du Chien as recorded on February 10, 1862 in Volume 16 of Deeds on Page 433; and also as recorded on February 11, 1862 in Volume 16 of Deeds, on Pages 437 and 438; and also, as recorded on February 11, 1862 in Volume 16 of Deeds, on Pages 439 and 440 (except that part conveyed to the City of Prairie du Chien by deed dated July 23, 1958).

ALSO, all those parts of Original Lots 32, 31, 30, 29, 28, 27, 26 of Private Land Claims in Main Village (now City) of Prairie du Chien as recorded on February 11, 1862 in Volume 16 of Deeds on Pages 439 and 440; and also deeds as recorded on February 10, 1862 in Volume 16 of Deeds, on Pages 434, 435, 436; and also, as recorded on March 6, 1862 in Volume 16 of Deeds on Pages 459 and 460; and also, as recorded on February 22, 1863, in Volume 16 of Deeds on Page 450; and also, as recorded on February 11, 1862 in Volume 16 of Deeds on Page 437; and also, as recorded on June 2, 1862 in Volume 16 of Deeds, on Page 532.

ALSO, rights of Grantor across and through all public streets and rights of way in Section 25 and Section 26.

ALSO, Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22 in Block 25, Main Village (now City) of Prairie du Chien.

ALSO, that part of Water Street vacated by Ordinance dated May 22, 1899, Block 24, Main Village (now City) of Prairie du Chien (except Lot 15 and except those parcels conveyed to Prairie Petroleum Products, Inc. by deeds dated June 8, 1965 and January 18, 1974 and conveyed to William D. Carroll by deed dated March 5, 1937).

ALSO, all those parts of Section 25 and Section 26 as recorded on December 19, 1860 in Volume 16 of Deeds on Page 83.

ALSO, all that part of Section 25 and Section 26 as recorded on January 26, 1877 in Volume 37 of Deeds on Page 20.

A 50 foot wide strip of land in Section 25 and Section 26 across Lots 9, 8, 7, 6, 5, 4, 3, 2, 1 of Original Main Village (now City) of Prairie du Chien and Government Lot 1, said Section 25 (except that part conveyed to Prairie Sand and Gravel Company by deed dated January 16, 1968) being the end of Grantor's track at approximately Railroad Milepost 237.40 (Engineering Station 10274+50±) and the end of the description on said segment between Middleton and Prairie du Chien.

MAZOMANIE TO PRAIRIE DU SAC

IN TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF MAZOMANIE, DANE COUNTY, WISCONSIN:

A strip of land of varying widths each being equidistant from the centerline of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track which begins in the Village of Mazomanie in the centerline of the previously described Middleton to Prairie du Chien Line at approximately Railroad Milepost 0.07 (Engineering Station 3+55±) and extends northerly and easterly to the end of the Grantor's track northerly of Prairie du Sac.

A 100 foot wide strip of land across the N½ NE¼, Section 16.

ALSO, those parts of said Section 16 as recorded on August 27, 1881, in Volume 118 of Deeds on Page 73; and also, as recorded on October 7, 1882, in Volume 118 of Deeds on Page 454; and also, as recorded on August 18,

1889, in Volume 118 of Deeds, on Page 56; and also, as recorded on August 26, 1881, in Volume 118 of Deeds on Page 63; and also, as recorded on August 17, 1881, in Volume 118 of Deeds on Page 50; and also as recorded on August 16, 1881, in Volume 118 of Deeds on Page 45; and also, as recorded on March 18, 1942, in Volume 420 of Deeds, on Page 106; and also, as recorded on March 18, 1942, in Volume 420 of Deeds on Page 103; and also, as recorded on March 18, 1942, in Volume 420 of Deeds, on Page 104; including land previously described and including rights of the Grantor along and across public streets in rights of way not previously referenced in the Village of Mazomanie.

A 100 foot wide strip across the SE¼ SE¼, Section 9.

ALSO, that part of Section 9 as recorded on September 8, 1881, in Volume 118 of Deeds on Page 98; and also, rights of the Grantor along and across public streets and rights of way not previously described.

A 100 foot wide strip of land across the W½ SW¼, NE¼ SW¼, SE¼ NW¼, W½ NE¼, NE¼ NE¼, Section 10; SE¼ SE¼, Section 3; W½ SW¼, NE¼ SW¼, S½ NW¼, NE¼ NW¼, Section 2.

ALSO, that part of Section 2 as recorded on September 8, 1881, in Volume 118 of Deeds, on Page 97 including lands previously described.

IN TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF MAZOMANIE, DANE COUNTY, WISCONSIN:

A 100 foot wide strip of land across the E½ W½, NW¼ NE¼, Section 35; W½ SE¼, S½ NE¼, NE¼ NE¼, Section 26; NW¼ NW¼, Section 25; W½ SW¼, NE¼ SW¼, E½ NW¼, W½ NE¼, Section 24; SE¼, Government Lots 1, 9, Section 13; Government Lot 5, Section 12 to the north line of the Town of Mazomanie, and the north line of Dane County in the Wisconsin River.

IN TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ROXBURY, DANE COUNTY, WISCONSIN:

A 100 foot wide strip of land across the W½ NW¼, Section 18.

IN TOWNSHIP 9 NORTH, RANGES 6 AND 7 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF PRAIRIE DU SAC, SAUK COUNTY, WISCONSIN:

A 100 foot wide strip of land through the Wisconsin River and across Government Lot 4, NW¼ SE¼, Section 12, Township 9 North, Range 6 East to the south line of John Quincy Adams Street in the Village of Sauk City in said Section 12.

ALSO, rights of the Grantor along and across public streets and rights of way in Sections 12 and 1, Township 9 North, Range 6 East, and Section 6, Township 9 North, Range 7 East.

ALSO, all those parts of Sections 12 and Section 1, Township 9 North, Range 6 East and Section 6, Township 9 North, Range 7 East, as recorded on June 3, 1886, in Volume 44 of Deeds, on Pages 588-590; and also, as recorded on June 3, 1886, in Volume 54 of Deeds on Pages 269, 270, 271, 272, 275, 277, 285, 286,

287, 288, 291, 292, 293, 295 and 298; and also, as recorded on March 17, 1903, in Volume 82 of Deeds, on Page 137; and also, as recorded on October 16, 1929, in Volume 145 of Deeds, on Page 507; and also, as recorded on July 9, 1940 in Volume 169 of Deeds on Page 397 (except those parcels conveyed to A. F. Wetzel & Company by Deed dated July 26, 1948 and conveyed to Miller Gas & Appliance by Deed dated August 18, 1971).

ALSO, those parts of Section 6, Township 9 North, Range 7 East and Section 1, Township 9 North, Range 6 East, as recorded on May 13, 1942, in Volume 175 of Deeds on Page 495.

IN TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWNS OF PRAIRIE DU SAC AND SUMPTER, SAUK COUNTY, WISCONSIN:

Those parts of Section 36 as recorded on May 13, 1942, in Volume 175 of Deeds on Page 495.

ALSO, those parts of Section 36, Section 25, Section 26 and Section 23 as recorded on April 1, 1942, in Volume 177 of Deeds, Pages 219, 220, 221 and 222; and also, as recorded on March 3, 1942 in Volume 177 of Deeds on Pages 104, 105, 106, 107, 108, 109, 110, 111, 112, 114, 115, 116, 117, 118, 119, 120; and also, as recorded on May 13, 1942, in Volume 175 of Deeds on Pages 495, 496; and also, as recorded on May 13, 1942, in Volume 177 of Deeds on Pages 340, 341, 342, 343 (except those parts conveyed to Wisconsin Power & Light Company by Deed dated February 28, 1945 and conveyed to the Village of Prairie du Sac by Deed dated March 12, 1971 and conveyed to Rodney L. Premo by Deed dated December 12, 1972).

ALSO, rights of the Grantor along and across public streets and rights of way in Section 25. Said line terminates at the end of the track at approximately Railroad Milepost 13.07 (Engineering Station 690+40.5±) at the East and West Quarter Line, Section 23.

LONE ROCK TO RICHLAND CENTER

IN TOWNSHIP 8 NORTH, RANGE 2 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN:

A strip of land of varying widths each being equidistant from the centerline of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track which begins in the Village of Lone Rock in the centerline of the previously described Middleton to Prairie du Chien Line at approximately Railroad Milepost 0.26 (Engineering Station 27+70±) and extends northerly and westerly to the end of the Grantor's track at Richland Center.

A 100 foot wide strip of land across the N½ SW¼, SW¼ NW¼, Section 12 (except Block 2 and that part of Lots 1 and 2 of Block 5, A.C. Daley's Addition to the Village of Lone Rock lying northerly of a line located 25 feet northerly of and parallel with said centerline).

ALSO, those parts of Section 12 as recorded on October 1, 1902, in Volume 7 of Misc. Deeds on Page 488; and also, as recorded on October 1, 1902 in Volume 46 of Deeds, on Pages 469, 470.

A 100 foot wide strip of land across the E½ NE¼, NW¼ NE¼, NE¼ NW¼, Section 11; S½ SW¼, NW¼ SW¼, Section 2.

ALSO, those parts of Section 2 as recorded on October 22, 1885, in Volume 22 of Deeds, on Page 177.

A 100 foot wide strip of land across the N½ SE¼, SW¼ NE¼, NW¼, Section 3; N½ NE¼, Section 4.

IN TOWNSHIP 9 NORTH, RANGE 2 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN:

A 100 foot wide strip of land across the SW¼ SE¼, S½ SW¼, NW¼ SW¼, Section 33; N½ SE¼, SW¼ NE¼, S½ NW¼, NW¼ NW¼, Section 32; NE¼ NE¼, Section 31; SE¼ SE¼, W½ E½, Section 30.

ALSO, that part of Section 30 as recorded on March 27, 1882 in Volume 15 of Deeds, on Page 592.

A 100 foot wide strip of land across the W½ SE¼, NE¼ SW¼, E½ NW¼, Section 19; E½ SW¼, SE¼ NW¼, Section 18.

A 50 foot wide strip of land across the NE¼ NW¼, Section 18; SW¼, SW¼ NW¼, Section 7 to the West line of the Town of Buena Vista.

IN TOWNSHIP 9 NORTH, RANGE 1 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ORION, RICHLAND COUNTY, WISCONSIN:

A 50 foot wide strip of land across the E½ NE¼, Section 12.

ALSO, that part of Section 12 as recorded on September 24, 1890, in Volume 27 of Deeds, on Page 465; and also, as recorded on November 6, 1940 in Volume 20 of Misc. Deeds, on Page 215, including lands previously described.

ALSO, that part of the E½ NE¼, Section 12 lying southeasterly of C.T.H. "TB", easterly of said main track centerline, and westerly of a line 10 feet easterly of and parallel with the centerline of the Grantor's House Track.

A 50 foot wide strip of land across the SE¼ SE¼, Section 1.

A 100 foot wide strip of land across the W½ SE¼, NE¼ SW¼, E½ NW¼, NW¼ NW¼, Section 16 to the north line of the Town of Orion.

IN TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF RICHLAND, RICHLAND COUNTY, WISCONSIN:

A 100 foot wide strip of land across the SW¼ SW¼, Section 36; E½ SE¼, NW¼ SE¼, W½ NE¼, NE¼ NW¼, Section 35; S½ SW¼, NW¼ SW¼, Section 26; N½ SE¼, SW¼ NE¼, S½ NW¼, NW¼ NW¼, Section 27.

A 50 foot wide strip of land across the N½ NE¼, NE¼ NW¼, Section 28.

ALSO those parts of Section 28 as recorded on January 5, 1881, in Volume 15 of Deeds, on Page 152; and as recorded on January 15, 1881 in Volume 3 of

BEFORE THE
TRANSPORTATION COMMISSION OF WISCONSIN

STATE OF WISCONSIN)
) SS
TRANSPORTATION COMMISSION)

I, Wilma Vidlock, Acting as Secretary of the Transportation Commission of Wisconsin, and legal custodian of the official records of said Commission, do hereby certify that the attached copies of the Findings of Fact, Certificate and Order issued February 18, 1981 and the map of the railroad route (Exhibit 21) in file 9060-RY-1 have been compared with the originals and were found to be true copies thereof.

Dated at Madison, Wisconsin
July 19, 1982

Wilma Vidlock
Acting Secretary
Transportation Commission of Wisconsin

DATE MAILED
FEB. 18, 1981

BEFORE THE
TRANSPORTATION COMMISSION OF WISCONSIN

Application of Duluth, Winnipeg & Pacific)
Railroad Company and of Duluth, Winnipeg &) 9060-RY-1
Pacific Railway Company for a Certificate)
of Public Convenience and Necessity)

FINDINGS OF FACT, CERTIFICATE AND ORDER

BACKGROUND

On April 15, 1980, the Duluth, Winnipeg and Pacific Railroad Company and the Duluth, Winnipeg and Pacific Railway Company filed an application with the Commission under section 191.01, Wis. Stats., to construct, and thereafter use as part of its own line of rail, a railroad yard with switching tracks and related facilities, said facilities to be located within the Town of Superior, Douglas County, Wisconsin.

On April 24, 1980, Notice of Investigation and Hearing and Assessment of Costs was issued. Hearing was held in Superior May 28, 29, and 30, 1980, before Examiner John Kelly, and on July 24, 1980, before Examiner Arthur Padrutt. A listing of persons appearing at the hearings is set forth in Appendix A. Approximately 400 pages of testimony and 45 exhibits were presented. The application was opposed by property owners located on the proposed new yard site, by labor interests concerned with the loss of jobs, and by residents of South Superior who objected to the proposed increase in train operations near an elementary school. Interest was shown in an alternative routing for the added rail traffic. On July 16, 1980, rulings of this Commission on Applicant's exceptions to evidentiary rulings of the hearing examiner at the hearing of May 28 - 30, 1980, were issued. The Commission took action at its meeting of June 25, 1980, to join the Wisconsin Department of Natural Resources in preparation of the environmental screening required under section 1.11, Wis. Stats.

By letter dated November 18, 1980, the applicant provided the following information; ". . . the Duluth, Winnipeg & Pacific, together with the Minnesota Department of Transportation, Duluth, Missabe, & Iron Range Railway Company, and the Soo Line Railroad, have agreed among them conceptually to the use of the Ambridge connection for the routing of trains of the DWP from Pokegama yard to the Stinson yard of the Soo Line."

ISSUES

The issue in this proceeding is: Does public convenience and necessity require the construction of the described rail facility? In consideration of this issue, the following questions will be addressed:

- (1) Is there a need for the facility;
- (2) Does the Railroad have sufficient financial backing to construct the facility;
- (3) Does the location lend itself

to such construction; (4) Will the proposed construction meet good engineering and railroad practices; (5) Will the proposed construction promote safe railroad operation; (6) Will the proposed construction promote efficient railroad operation; (7) Will the construction place any burdens on the surrounding community; (8) Will the proposed construction cause major environmental impact and, if so, is the impact greater than the need; (9) Are there better alternatives.

DISCUSSION

PRESENTATION OF APPLICANT RAILROAD

The Duluth, Winnipeg and Pacific Railway Company (DWP) is a carrier of overhead traffic between Duluth and Ranier, Minnesota, a distance of 167 miles. The traffic originates at Ranier, where the DWP connects with the Canadian National. Approximately five to six southbound and four to five northbound trains averaging 80 to 120 cars in length are operated over the line daily. Road crews normally deliver solid trains originating in Winnipeg to the Burlington Northern, Inc. (BNI), Chicago and North Western Transportation Company (CNWT), and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (MLWK) at the Bridge Yard (Duluth). Cars received from these roads are hauled by DWP yard crews from the Bridge Yard to West Duluth for classification and dispatchment in road trains. There is usually one through train daily to the BNI-MLWK and two to the CNWT. Interchange to and from the Soo Line Railroad Company (Soo) is made at West Duluth where one through train from Winnipeg is delivered daily. The Soo delivers DWP cars to the Soo's West Duluth yard. These cars are pulled by DWP yard crews to the DWP's West Duluth yard for switching and dispatchment in road trains. There is no interchange between the DWP and the Duluth, Missabe, and Iron Range Railway Company (DM&IR.)

The commodities handled include: potash (40%), lumber (30%), and general (30%).

The extension of Interstate 35 (I-35) easterly from its present terminus at Mesaba Avenue in Duluth will require the acquisition of property presently owned in part by BNI and in part by CNWT. Located on the property are parallel yard facilities (bridge yard) of the two companies used principally to interchange traffic between the BNI, CNWT, MLWK, and the DWP. The proposed highway extension will require the replacement of the interchange facility, and the acquisition of alternative DWP trackage rights.

Attached to this order is a map (Appendix B) of the greater Duluth - Superior area. The principal highway and rail routes involved in the railroad relocation plan, and the proposed Pokegama railyard and other proposed facilities are overlaid and noted on the map.

Eight basic options were developed that would permit retirement of the bridge yard. The options fell into four major categories; a baseline alternative (least possible construction and/or relocation), and three plans increasing usage of the

Minnesota/Wisconsin Drawbridge, the Grassy Point drawbridge, and the Oliver bridge utilizing DM&IR trackage from Nevada to interchange points in Superior. The alternative using the DM&IR trackage and the Oliver Bridge with a new yard facility at Pokegama was selected.

The proposed plan makes use of the DM&IR Spirit Lake branch line from Nevada to Steelton and the DM&IR Interstate line from Steelton to South Itasca. The plan permits interchanges with the four railroads without moving the traffic through the more developed areas of Superior and Duluth. The proposed yard facility will consist of seven classification tracks, six maintenance related tracks, and two long marshalling tracks totaling approximately 56,500 lineal feet. This new yard will be located north of the DM&IR trackage at Pokegama on land presently owned by the DM&IR, Douglas County, and several private individuals. The Pokegama yard will receive, distribute and assemble trains for the DWP at a point that makes it possible to relate to the other involved railroads. The existing DWP main line will be joined to the DM&IR main line at Nevada. Southbound DWP traffic would then be shifted to the DM&IR line where it would move down the Duluth hill through the Steelton area, and over the Oliver bridge. Most trains would proceed past the proposed yard at Pokegama directly to the connecting railroads, with the engine and caboose returning to Pokegama for termination. In addition to terminating southbound trains, the proposed yard would serve as an origin point for northbound trains, and as a switch yard for the assembly of northbound trains and local trains.

As proposed, rail traffic will move over routes generally outside of developed urban areas, whereas current routes traverse heavily built up areas in both Duluth and Superior. Rail traffic through the northern part of Superior (corridor) would decrease from 20 to an average of 9 daily train movements.

The DM&IR mainline track extends generally northwesterly and southeasterly adjacent to and southerly of the proposed yard site. The existing mainline trackage curves easterly near the most easterly portion of the proposed yard facility.

The proposed yard trackage extends northwest and southeast, consisting of the following tracks (in order from south to north at mid-yard); Receiving Track, Departure Track, Classification Tracks (7), Bad Order Holding Track, Repair Run-A-Round Track, Car Repair Tracks (2), Running Track, Ready Track, Run-A-Round Track. The distances between track centerlines at mid-yard, beginning at the DM&IR main line track and proceeding north are as follows: 123', 25', 58', 14' (7 tracks), 20', 20', 70', 27', 113', 105', 14'. The classification tracks are lower in elevation (approximately 6" to 8") through the center of the yard to prevent the roll-out of rail cars from the yard.

The classification and maintenance trackage (approximately 38,500 lineal feet) will be constructed of 110-pound second hand rail, the marshalling tracks (approximately 18,000 lineal feet) will be constructed of 115-pound new rail and the 35 switches will be new 115 pound material.

A maintenance building will be constructed in the center of the yard for purposes of car inspection and repair, locomotive fueling, sanding, and running maintenance. Highway access to the site will be provided by an existing town road which intersects S.T.H. 105 about one mile north of the yard site. S.T.H. 105 intersects S.T.H. 35 approximately 2 miles east of the town road in the Village of South Superior. A headquarters building will be constructed west of the existing Pokegama entrance road. A yard office building will be located at the southern end of the classification tracks.

Protestant Presentations

Protestant Presentation by Landowners

The proposed new yard facility will be located on land presently owned by the DM&IR, Douglas County, and three private individuals. A total of 210 acres will be required for a yard site. Two residences are presently located on the site. The owners of the residences, Mr. James Anderson and Mr. Randall Bradford, have complained to this Commission about the proposed action.

Mr. James Anderson is a farmer and beef producer operating on 387 acres. Mr. Anderson is assisted by 3 part-time employees and presently has 186 head of cattle on his land. The proposed yard would require the acquisition of 50 acres of Mr. Anderson's owned land, including his residence.

Mr. Randall Bradford owns approximately 0.75 acre of land adjacent to the Anderson property. The entire 3/4 acre would be acquired for the new rail yard. Mr. Bradford has a 2-story dwelling, a one-car garage, and a storage building on the property. He is employed as an electrician by the DM&IR. In addition to the potential loss of his land, Mr. Bradford objected to the lack of any advance notice to him by the responsible parties concerning his potential displacement.

Protestant Presentation By Labor Interests

The presentations by labor organizations before this Commission have centered around two primary areas: suggested alternatives to the proposed yard, and argument with the job loss estimates provided by the applicant. The alternatives stressed by labor representatives incorporate the use or expansion of existing facilities to accommodate relocated rail operations. One alternative is the use of the Bridge Yard in Duluth for DWP interchange operations with all roads. Another alternative is the expansion of the BNI 28th Street yard in Superior. Both alternatives were considered by the DWP and were rejected.

Based upon a study made by the railroad consultant of the operational changes that would result from implementation of the proposed plan, the estimated effect on railroad employment in the Duluth - Superior area would be the abolishment of one transfer crew (4 positions) by the BNI, Soo, and CNWT, and the abolishment of 1 bridge operator position by BNI. The DWP would

require 1 additional transfer crew. The net reduction in employment would be 9 positions.

Labor representatives indicated that the labor force would be reduced by 137 positions under the proposed plan.

Protestant Presentations By Residents of South Superior

As originally proposed, DWP deliveries to the Soo yard at Stinson Avenue would operate over the DM&IR to Saunders and over the Soo between Saunders and Stinson yard. This routing would increase traffic over the Soo tracks by two trains and two engine with caboose movements per 24-hour period. Residents of South Superior have argued that the increased traffic would create inconvenience, increased hazard, obstruction of emergency vehicles, potential danger to school children crossing to and from the Bryant Elementary School adjacent to the tracks, and an increased danger of hazardous materials exposure due to derailment. There are presently 5 train movements per day over the Soo tracks. It was also alleged that the tracks of the Soo and the BNI through South Superior are not being maintained in a safe condition.

As a result of the above concerns, the residents of South Superior support an alternative routing of the traffic moving to the Soo yard. The suggested alternative utilizes the Soo (east) main line from Stinson to Ambridge, where a connection to the DM&IR would be required. Such a routing would result in the increased traffic operating through a less developed area.

Subsequent to the public hearings, the applicant informed the Commission by letter that the involved agencies and railroads have agreed conceptually to the use of the Ambridge connection, and that negotiations are now ongoing with respect to the funding and track realignment that will be required.

Findings of Fact

THE COMMISSION FINDS:

1. The applicant has demonstrated sufficient need for the facility.
2. In view of the substantial funding provided by public agencies, there is no question of the applicant's ability to complete the relocation project as proposed.
3. The Pokegama site is appropriate since: the use of the Oliver bridge entry to Wisconsin is most desirable, the site is an acceptable location physically, the site is well-located relative to connecting roads, and use of the northside of the DM&IR provides additional safety benefits.
4. The proposed construction is acceptable and meets the recommended standards of the American Railway Engineering Association (A.R.E.A.) as well as conforming to applicable state codes and statutes. Suitable materials are proposed to be used in the construction.

5. There have been adequate provisions for safe train operations. A system of centralized traffic control will be installed to control main line train movements. Yard safety will be enhanced at the proposed yard by design since adequate track lengths, grades, and clearances are provided. Switching leads are to be safely constructed and lighted.

6. The facility is designed to promote efficient operations. The yard meets A.R.E.A. design recommendations, and will provide for the streamlining of transfer operations between railroads.

7. There will be negative impacts relative to the surrounding community. There will be a reduction in the rail labor force as a result of the increased efficiency. There will be a displacement of several individuals when property is acquired for the site. There will be the positive impact of accommodating changes in railroad patterns including reduced train operation through the north part (corridor) of the City of Superior.

8. Environmental Impact

Environmental impacts associated with the proposed yard are insignificant or ascertainable under other reporting requirements. The Wisconsin Department of Natural Resources is preparing an environmental screening that includes the Transportation Commission's interests. No further action pursuant to section 1.11, Wis. Stats., is required by the Transportation Commission.

9. The proposed Pokegama Yard is the best alternative.

ULTIMATE FINDINGS OF FACT

THE COMMISSION FINDS:

That public convenience and necessity require construction of the proposed facility at the Pokegama Yard.

CONCLUSION OF LAW

THE COMMISSION CONCLUDES:

That the Commission has authority under section 191.01 Wis. Stats., to enter an order consistent with the foregoing Findings of Fact; and that such an order should be entered.

CERTIFICATE

THE COMMISSION THEREFORE CERTIFIES:

That the general public interest and public convenience and necessity require the Duluth, Winnipeg & Pacific Railroad Company construct a new yard facility in the Town of Superior, Douglas County, as described above, and that such railroad be and hereby is granted a certificate authorizing it to so proceed upon

the condition that it notify and obtain approval from this Commission before proceeding with any substantial change in design, location, size, or cost.

ORDER

THE COMMISSION THEREFORE ORDERS:

1. That the Duluth, Winnipeg & Pacific Railway Company notify this Commission upon the completion of the above construction and upon the commencement of railroad operation within the State of Wisconsin.

2. That the certificate be valid only if construction is begun within 2 years of the date of this order.

for
2-18-81

3. That jurisdiction be retained.

Dated at Madison, Wisconsin, FEB 18 1981

By the Commission.

Bernard E. Lehmann

Administrative Officer

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Appendix A

Appearances:

Duluth, Winnipeg & Pacific Railway Company
and Duluth, Winnipeg & Pacific Railroad Company,
Applicants
by
Roger S. Bessey, Attorney
735 North Water Street
Milwaukee 53202

Duluth, Winnipeg & Pacific Railway Company
and Duluth, Winnipeg & Pacific Railroad Company,
Applicants
by
Robert H. Gee, Attorney
312 Board of Trade
Superior 54880

In Support:

Minnesota Department of Transportation
by
Harold A. Frederick, Attorney
700 Lonsdale Bldg.
Duluth, MN 55802

Douglas County, Department of Emergency Government
by
Ken Fossum, Coordinator
Douglas County Courthouse
Superior 54880

Arrowhead Regional Development Commission
Metropolitan Planning Division
by
Richard C. Ilse, Director
200 Arrowhead Place
Duluth, MN 55801

City of Superior
by
Janet Hennekens, City Clerk
1409 Hammond Avenue
Superior 54880

Superior Chamber of Commerce
by
Robert L. Larson, President
3600 Tower Avenue
Superior 54880

In Opposition:

Jim Anderson
Route 2
Pokegama Junction 54880

91

Randy Bradford
Route 2
Box 3C
Superior 54880

Bryant School P.T.A.
by
Dianne Setterstrom, President
5617 John Avenue
Superior 54880

Douglas County Board
by
Harold Andresen, Supervisor - District 13
1101 North 16th Street
Superior 54880

Village of Superior
by
LeRoy R. Forslund, President
6603 Ogden Avenue
Superior 54880

Brotherhood of Railway, Airline
and Steamship Clerks
by
Frank Juno
6704 John Avenue
Superior 54880

United Transportation Union, Local 1343
by
Larry E. Jacobson
Route 1, Box 289A
Wentworth 54894

Dennis P. Sturgal
P. O. Box 283
Superior 54880

Mark K. Thompson
5626 Ogden Avenue
Superior 54880

South Superior Business Assoc.
by
Kenneth D. Warring, President
5831 Ogden Avenue
Superior 54880

Evelyn Reinkall
6115 Hammond Avenue
Superior 54880

Robert C. La Gesse
1102 Clough
Superior 54880

Dan Van Puymbrouck
6831 Hammond Avenue
Superior 54880

As Interest May Appear:

James J. O'Brien, Legislative Representative
B.L.E. 808
2914 Ogden
Superior 54880

Douglas County Board
by
Don Leggate, Chairman
2005 North 58th
Superior 54880

B.L.E. 808 Soo Line
by
John B. Peterson, Local Chairman
1912 Maryland Avenue
Superior 54880

L.C.A. B.L.E. 808 Soo Line
by
Michael Bartell
1805 Maryland Avenue
Superior 54880

United Transportation Union
by
David Brown
1207 Harrison Street
Superior 54880

Charles E. Lambert
P. O. Box 3025
Superior 54880

United Transportation Union
by
Gerald A. Hagen, State Director
735 Division Street
Altoona 54720

United Transportation Union, Local 1343
by
Robert C. Warner, Jr., Local Chairman
2714 Wellington Street
Superior 54880

United Transportation Union
by
Elmer Berglund, State Legislative Director
1000 Labor Executive Building
Minneapolis, MN 55401

United Transportation Union, Local 1175
by
Edward J. PuFall, Local Chairman
24 North Clog Road West
Esko, MN 55733

United Transportation Union, Local 832
by
Daniel V. Eckberg, Local Chairman
507 Weeks Avenue
Superior 54880

United Transportation Union
by
John C. McDonough, Ass't. Director
1314 Catlin Avenue
Superior 54880

United Transportation Union
by
Robert L. Soderling, Legislative Representative
4415 Gladstone Street
Duluth, MN 55804

Wisconsin Department of Transportation
by
John R. Allen, District Transportation
Assistance & Planning Supervisor for District 8
1517 Tower Avenue
Superior 54880

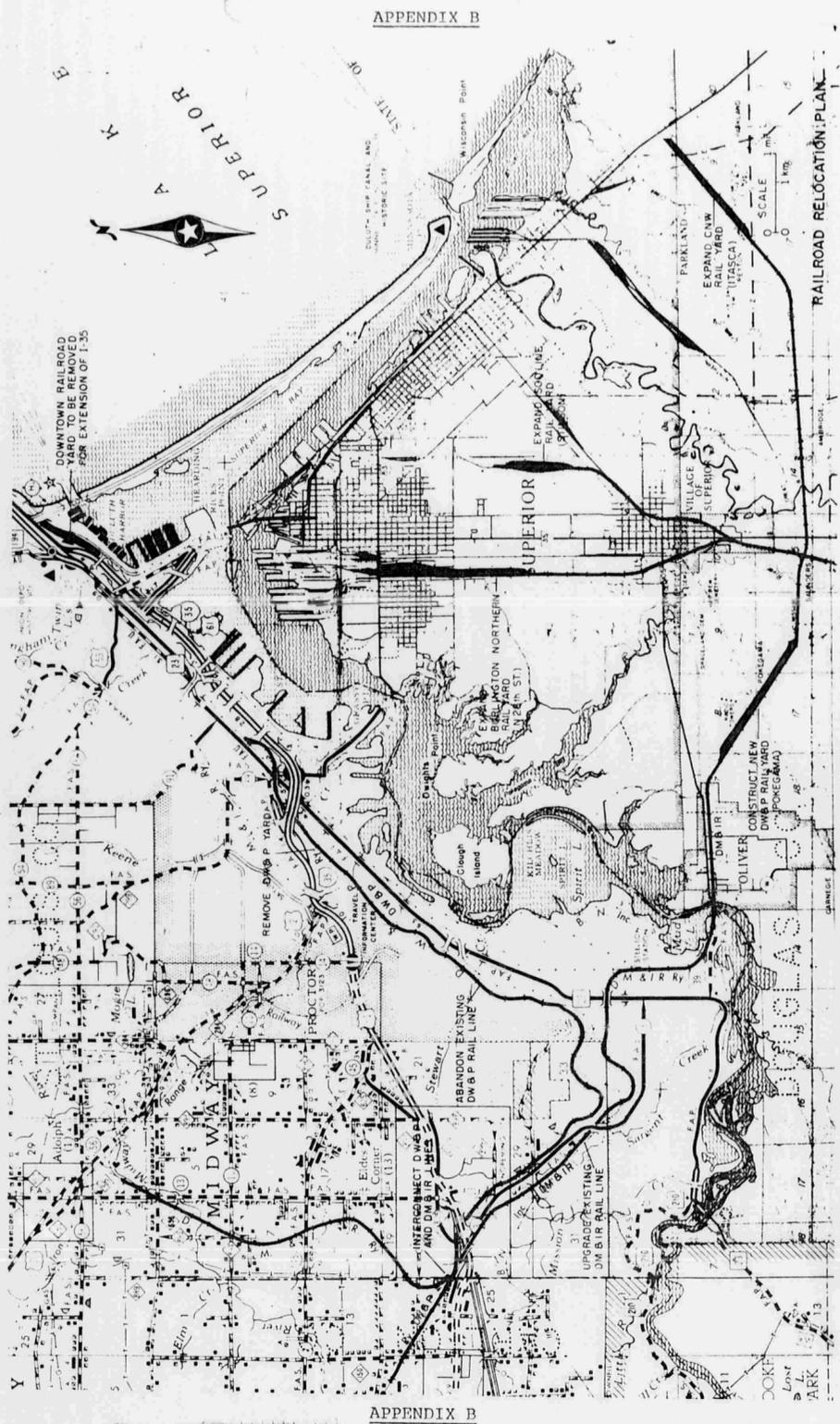
Thomas Stroozas, City Alderman, 1st Ward
6324 Ogden Avenue
Superior 54880

Superior Fire Department
by
Arthur L. Morgan, Fire Marshall
Route 1, Box 162A
Wentworth 54894

Of The Commission Staff:

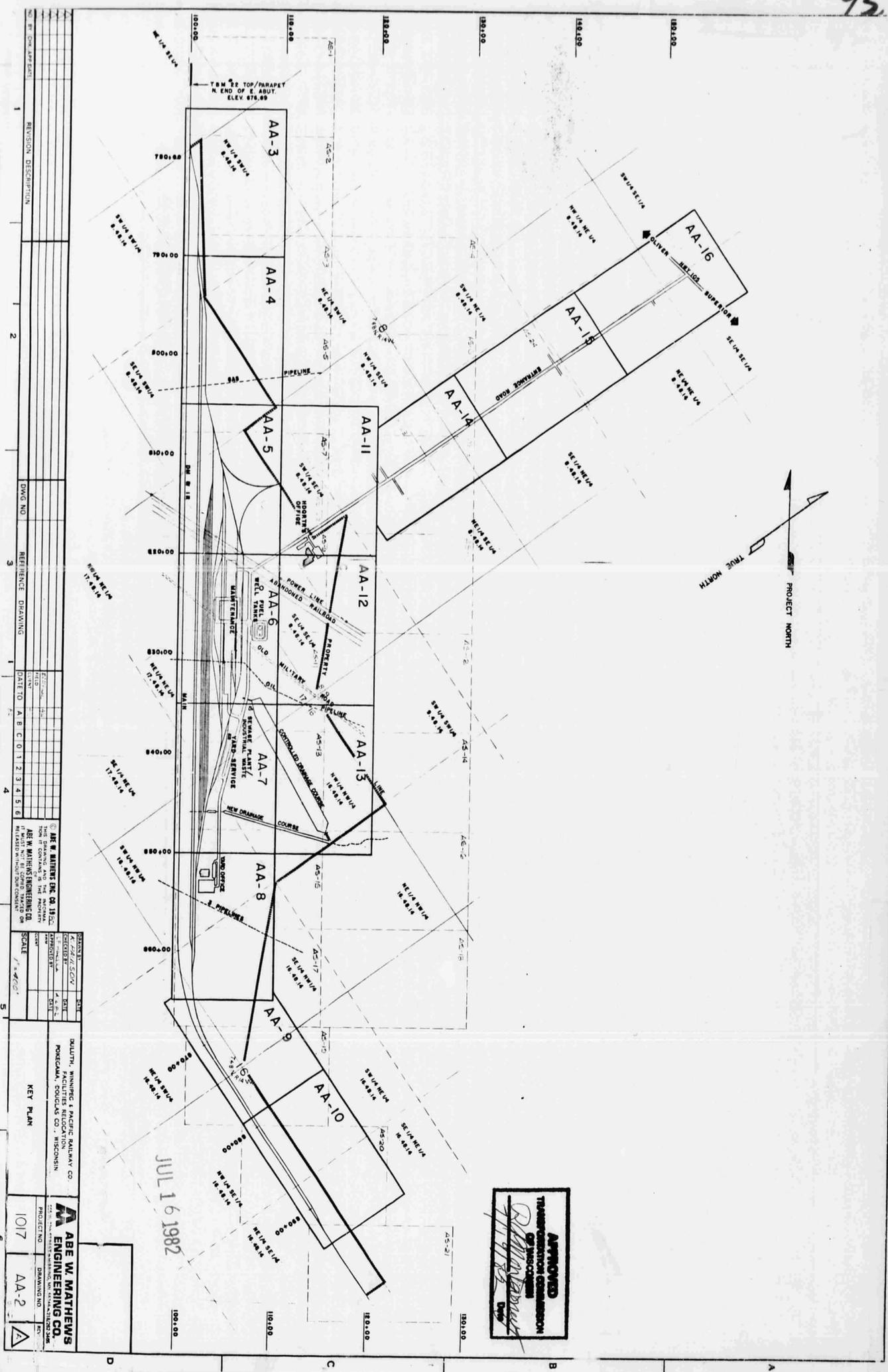
Glen Derge, Director, Statistics and
Reports Bureau
Charles Campbell, Railroad Safety Investigator
Railroad Safety Bureau

94



APPENDIX B

95



REVISION	DESCRIPTION	DWG NO.	REFERENCE DRAWING	DATE	BY	CHECKED	DATE
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DESIGNED BY: K. J. J. SCOTT
 CHECKED BY: J. J. J. J. J.
 DRAWN BY: J. J. J. J. J.
 SCALE: 1" = 400'

PROJECT NO. 1017
 DRAWING NO. AA-2

DATE: JUL 16 1982

PROJECT NAME: MILWAUKEE RAILROAD RELOCATION

CLIENT: MILWAUKEE RAILROAD

ENGINEER: ABE W. MATHENS

PROJECT NO. 1017

DRAWING NO. AA-2

SCALE: 1" = 400'

DATE: JUL 16 1982

PROJECT NAME: MILWAUKEE RAILROAD RELOCATION

CLIENT: MILWAUKEE RAILROAD

ENGINEER: ABE W. MATHENS

PROJECT NO. 1017

DRAWING NO. AA-2

SCALE: 1" = 400'

DATE: JUL 16 1982

PROJECT NAME: MILWAUKEE RAILROAD RELOCATION

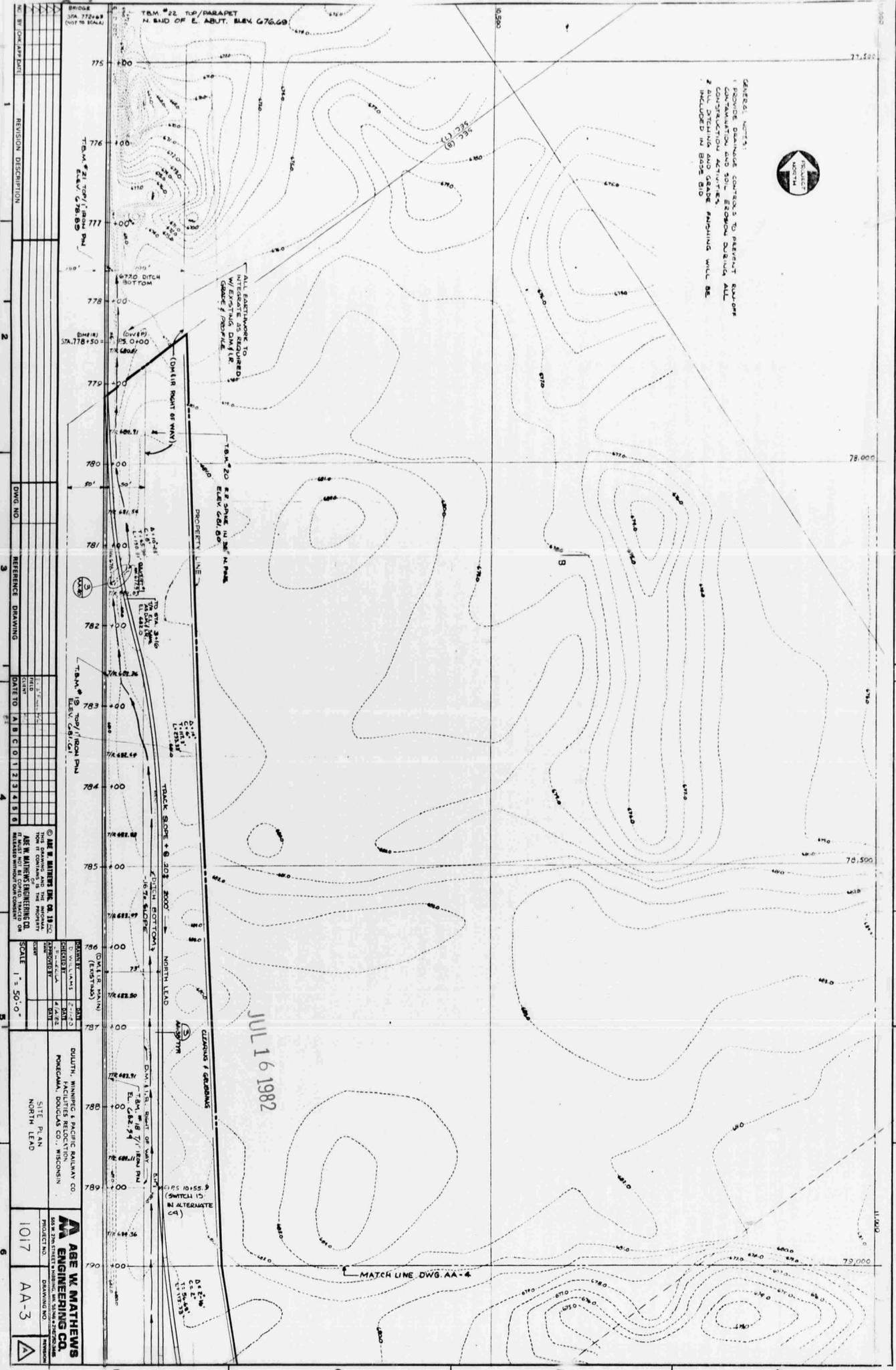
CLIENT: MILWAUKEE RAILROAD

ENGINEER: ABE W. MATHENS

PROJECT NO. 1017

DRAWING NO. AA-2

APPROVED
 TRANSPORTATION ENGINEER
 OF WISCONSIN
 [Signature]



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BRIDGE OVER R.R. TRACKS
 TBM # 22 107/1180M PVI
 N. END OF E. ABUT. ELEV. 676.60

ALL EARTHWORK TO BE ACCORDING TO THE PROPOSED TRACK ELEVATION. SEE ELEVATION TABLE FOR TRACK ELEVATION.

DATE TO 10/16/82

SCALE 1" = 50'-0"



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BRIDGE OVER R.R. TRACKS
 TBM # 17 107/1180M PVI
 ELEV. 683.50

ALL EARTHWORK TO BE ACCORDING TO THE PROPOSED TRACK ELEVATION. SEE ELEVATION TABLE FOR TRACK ELEVATION.

DATE TO 10/16/82

SCALE 1" = 50'-0"

ABE W. MATHEWS ENGINEERING CO.
 1017 NORTH LEAD
 AA-4

DATE TO 10/16/82

SCALE 1" = 50'-0"

ABE W. MATHEWS ENGINEERING CO.
 1017 SOUTH LEAD
 PROJECT NO. 1017
 DRAWING NO. AA-10

DATE	DATE	BY	BY
1982	1982		

SCALE 1" = 50'-0"

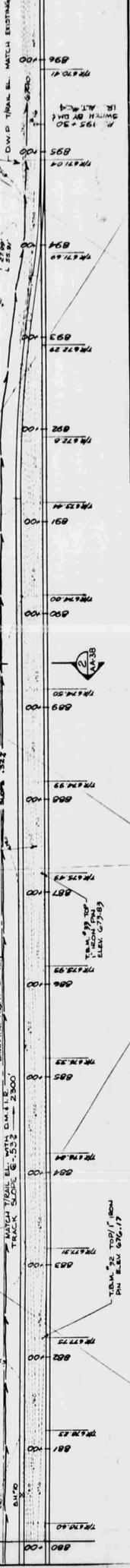
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JUL 16 1982

NOTE: DRAINAGE CONTROL TO PREVENT RUN-OFF CONTAMINATION & SOIL EROSION DURING CONSTRUCTION.

PROTECT EXISTING (TYPICAL) PAVED

CLEARING/GROBBING - BASE BID-



T.M. 22 TOP / 1' 10" PIN ELEV. 676.17

880+00 881+00 882+00 883+00 884+00 885+00 886+00 887+00 888+00 889+00 890+00 891+00 892+00 893+00 894+00 895+00 896+00 897+00 898+00 899+00 900+00 901+00 902+00 903+00 904+00 905+00 906+00 907+00 908+00 909+00 910+00 911+00 912+00 913+00 914+00 915+00 916+00 917+00 918+00 919+00 920+00 921+00 922+00 923+00 924+00 925+00 926+00 927+00 928+00 929+00 930+00 931+00 932+00 933+00 934+00 935+00 936+00 937+00 938+00 939+00 940+00

ABE W. MATHEWS ENGINEERING CO.
 1017 SOUTH LEAD
 PROJECT NO. 1017
 DRAWING NO. AA-9

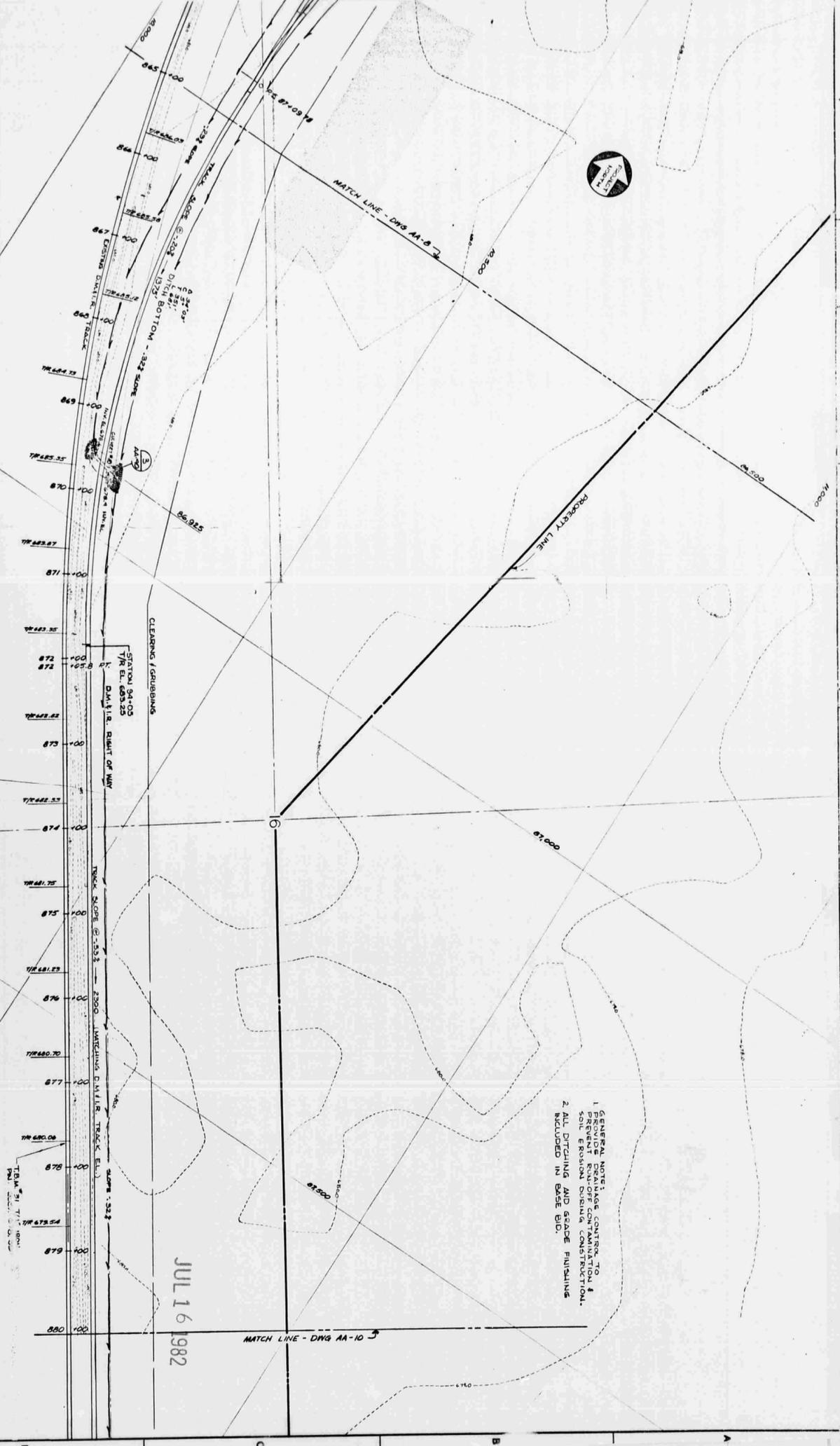
DATE	DATE	BY	BY
1982	1982		

SCALE 1" = 50'-0"

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GENERAL NOTE:
1. PROVIDE DRAINAGE CONTROL TO PREVENT RUN-OFF CONTAMINATION & SOIL EROSION DURING CONSTRUCTION.
2. ALL DITCHING AND GRADE FINISHING INCLUDED IN BASE BID.

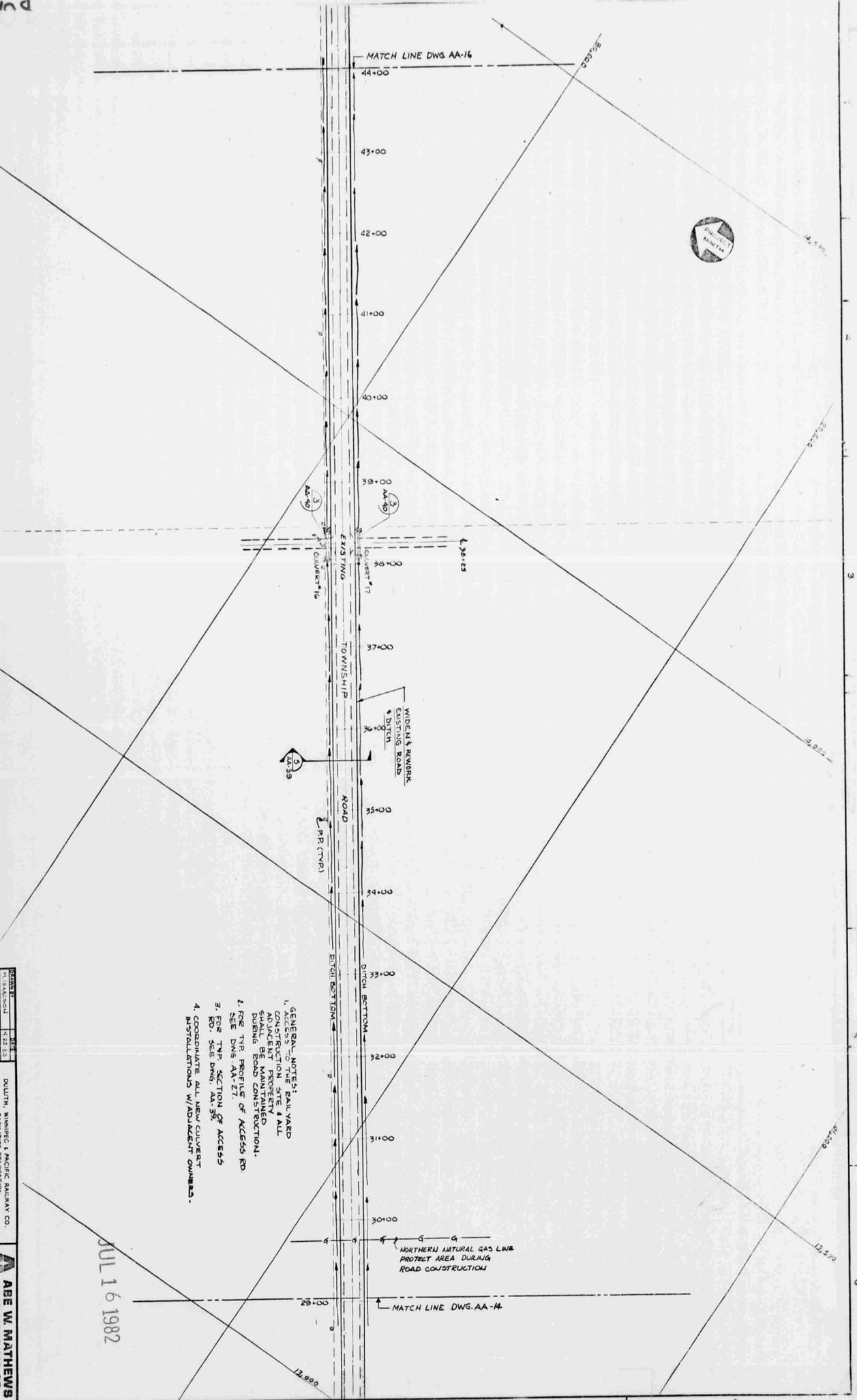
JUL 16 1982



860+00 861+00 862+00 863+00 864+00 865+00 866+00 867+00 868+00 869+00 870+00 871+00 872+00 873+00 874+00 875+00 876+00 877+00 878+00 879+00 880+00 881+00 882+00 883+00 884+00 885+00 886+00 887+00 888+00 889+00 890+00 891+00 892+00 893+00 894+00 895+00 896+00 897+00 898+00 899+00 900+00 901+00 902+00 903+00 904+00 905+00 906+00 907+00 908+00 909+00 910+00 911+00 912+00 913+00 914+00 915+00 916+00 917+00 918+00 919+00 920+00 921+00 922+00 923+00 924+00 925+00 926+00 927+00 928+00 929+00 930+00 931+00 932+00 933+00 934+00 935+00 936+00 937+00 938+00 939+00 940+00

108

NO.	BY	DATE	REVISION DESCRIPTION
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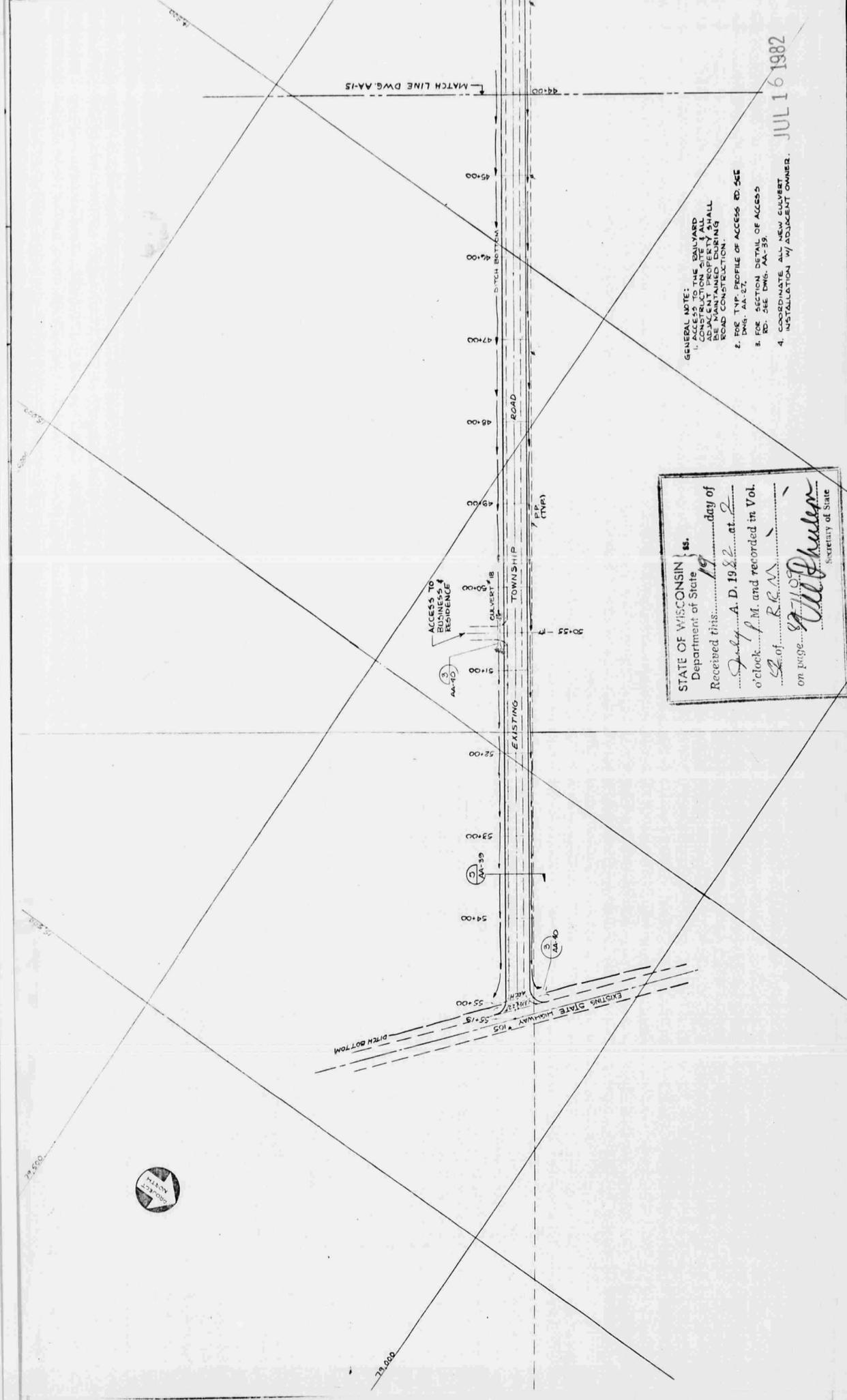


- GENERAL NOTES:
1. GENERAL NOTES, THE RAIL YARD ADJACENT PROPERTY AND CONSTRUCTION SITE & ALL DURING ROAD CONSTRUCTION.
 2. FOR TYP. PROFILE OF ACCESS RD. SEE DWG. AA-27.
 3. FOR SECTION OF ACCESS RD. SEE DWG. AA-35.
 4. COORDINATE ALL NEW CULVERT INSTALLATIONS W/ ADJACENT OWNERS.

JUL 16 1982

ABE W. MATHEWS ENGINEERING CO.
 1017 AA-16
 ENTRANCE ROAD

109



STATE OF WISCONSIN, ss.
 Department of State
 Received this 19 day of July, A. D. 1982 at 2 o'clock P. M. and recorded in Vol. of R. L. N. on page 1017 of the Secretary of State

- GENERAL NOTE:
1. GENERAL NOTES, THE RAIL YARD ADJACENT PROPERTY AND CONSTRUCTION SITE & ALL DURING ROAD CONSTRUCTION.
 2. FOR TYP. PROFILE OF ACCESS RD. SEE DWG. AA-27.
 3. FOR SECTION OF ACCESS RD. SEE DWG. AA-35.
 4. COORDINATE ALL NEW CULVERT INSTALLATIONS W/ ADJACENT OWNER.

JUL 16 1982

ABE W. MATHEWS ENGINEERING CO.
 1017 AA-16
 ENTRANCE ROAD

Form 2600-A

Res. Dated
Authorization No. August 31, 1978

258418

DEED NO. 82757

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of ELEVEN THOUSAND FIVE HUNDRED AND NO/100

-----DOLLARS
(\$ 11,500.00), conveys and quitclaims to WAUSHARA ELECTRIC COOPERATIVE,
a Wisconsin cooperative

of 210 East Main Street, Wautoma, Wisconsin
GRANTEE, all interest in the following described real estate situated in the City
of Wautoma, County of Waushara, and the State of Wisconsin

to wit: Lot 1 of Certified Survey Map No. 925, as recorded in the office of the Register of Deeds for Waushara County, Wisconsin, on October 30, 1981, at 2:00 p.m. in Volume 4 of Certified Survey Maps on page 32 as Document No. 256280, and being located in the City of Wautoma, Waushara County, Wisconsin.

Subject to all roads and highways, if any.

TRANSFER
FEE

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance, the Grantee, for itself, its successors and assigns, agrees to comply at no cost to Grantor with any and all governmental requirements relating to land division or use.

This conveyance is made upon the express condition that the Grantor will not pay any taxes or special assessments which may be due or delinquent upon the real estate hereinabove described.

DATED this 20th day of May, 19 82.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

Donna Gargano
Donna Gargano

By Robert W. Mickey
Robert W. Mickey, Vice President

Mary A. Clancy
Mary A. Clancy

Attest Joan A. Schramm
Joan A. Schramm, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606

BOOK 301 PAGE 303

STATE OF ILLINOIS }
COUNTY OF COOK }

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, and Joan A. Schramm Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Assistant Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 20th of May, 19 82.

Richard S. Kennerley
Notary Public, in and for the County of Cook,
in the State of Illinois,
Richard S. Kennerley

My Commission Expires: November 8, 1984



STATE OF WISCONSIN
Department of State
Received this 23 day of July A.D. 19 82 at 2 o'clock P.M. and recorded in Vol. 303 of page 303 on page 303 of 303 of 303

BOOK 301 PAGE 304

Waushara County, Wis.
Received for record this 7 day of JUNE A.D. 19 82 at 11:55 o'clock AM and recorded in volume 301 of records page 303-304
Charles W. Schu
Register of Deeds

QUIT-CLAIM DEED

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

TO

This instrument was filed for record in the _____ Office, in and for said County, on the _____ day of _____ A.D. 19 ____ at ____ o'clock and recorded in _____ of _____ on page _____ thereof.

Rec. Co. of P. 6-7-82 11:55 AM

69

Authorization No. P-857

INDEXED

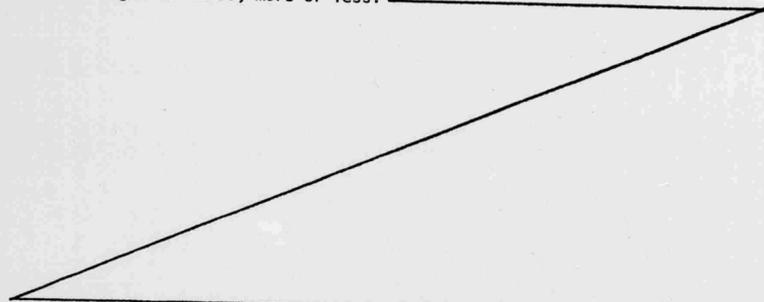
EASEMENT DEED NO. 82360

422731

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$810.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, GRANTEE, over, upon, and across the following described real estate situated in the County of Chippewa, and the State of Wisconsin, to wit:

A parcel of land in Section 32, Township 29 North, Range 8 West, in that part of the NE 1/4 of the SE 1/4 thereof described as a 100 foot wide strip of land over and across said NE 1/4 of the SE 1/4 and owned and occupied by the Chicago and North Western Transportation Company. Said parcel includes all land of the Grantor contained in the following described traverse: Commencing at a point on the east line of said Section 32, 635.18 feet S 1°44'35" W (grid) of the E 1/4 corner of said Section 32; thence along the arc of a curve, concave northwesterly, whose radius is 1273.24 feet, and whose chord bears S 53°24'08" W (grid) 274.69 feet to the point of beginning of the traverse to be described, said point being located on the easterly property line of the grantor; thence along the arc of a curve, concave westerly, whose radius is 1482.39 feet, and whose chord bears S 5°49'27" W (grid) 318.98 feet; thence along the arc of a curve, concave northwesterly whose radius is 1273.24 feet and whose chord bears S 66°21'42" W (grid) 125.38 feet to a point on the west property line of the grantor; thence along the arc of a curve, concave westerly, whose radius is 1382.39 feet and whose chord bears N 8°25'17" E (grid) 317.85 feet; thence along the arc of a curve, concave northwesterly, whose radius is 1273.24 feet and whose chord bears N 62°09'27" E (grid) 113.86 feet to the point of beginning.

Containing 0.73 acres, more or less.



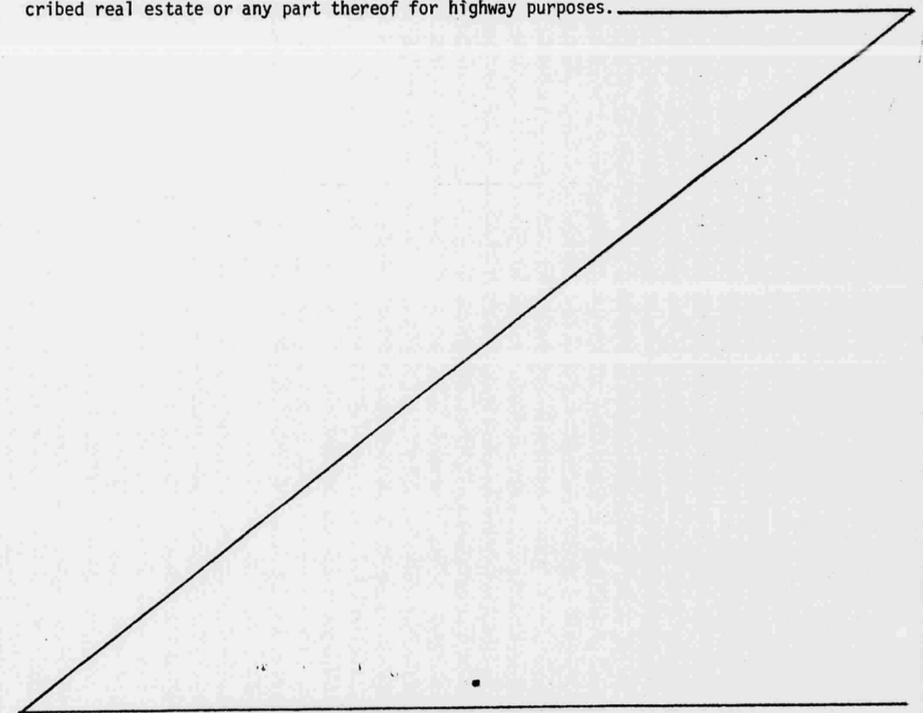
Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

DEED NO. 82360

Authorization No. P-857

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.



DATED this 7th day of July 1981.

Signed, Sealed and Delivered in Presence of:

Donna Gargano
Donna Gargano
Robin Bourne-Caris
Robin Bourne-Caris

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey
Robert W. Mickey, Vice President
Attest Joan A. Schramm
Joan A. Schramm, Assistant Secretary

114

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, A. M. Burns, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, -- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, -- Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 7th of July, 19 81.

A. M. Burns
Notary Public, in and for the County of Cook
in the State of Illinois
A. M. Burns

My Commission Expires: August 28, 1983

This document was drafted by the Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN)
Department of State) ss.
Received 30 day of
July A.D. 1982 at 2
o'clock P. and recorded in Vol.
52 RRM
112-714
Neil Phillips
Secretary of State

Registers Office) ss.
Chippewa County, Wis.)
Received for Record)
the 11 day of Sept
A.D. 1981 at 10 o'clock P. M.
and recorded in vol. 523
of Records Page 51-53
Barbara M. Rogcraft
Register

State of Ill. (507)
P.O. Box 778
Carle Clinic, Ill. 51701
413 ch

Page 3 of 3 Pages

115

Authorization No. P-918

EASEMENT DEED NO. 82487

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE THOUSAND NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$1,938.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to THE CITY OF NEENAH, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the City of Neenah, County of Winnebago, and the State of Wisconsin, to wit:

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 4, Township 19 North, Range 17 East, Town of Neenah, more particularly described as: Commencing at the Northwest Corner of said Section 4; thence S 3°01'11" E, along the West line of said Northwest Quarter, 249.18 feet to the reference line of proposed Breezewood Lane; thence S 78°30'57" E, along said reference line, 312.67 feet to the existing Northwesterly right-of-way line of the Chicago and North Western Transportation Company, said point being the Point of Beginning of this description; thence N 20°19'24" E, along said Northwesterly right-of-way line, 121.44 feet; thence S 78°30'57" E, 101.20 feet to the Southeasterly right of way line of said Chicago and North Western Transportation Company; thence S 20°19'24" W, along said Southeasterly right-of-way line, 242.89 feet; thence N 78°30'57" W, 101.20 feet to the existing Northwesterly right of way line of said Chicago and North Western Transportation Company; thence N 20°19'24" E, along said Northwesterly right-of-way line, 121.45 feet to the Point of Beginning.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

ID. 4993-0-53

Parcel 5

Page 1 of 3 Pages

EASEMENT DEED NO. 82487

Authorization No. P-918

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.



DATED this 19th day of October, 1981.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Donna Gargano
Donna Gargano

By Robert W. Mickey
Robert W. Mickey, Vice President

Robin Bourne-Caris
Robin Bourne-Caris

Attest Joan A. Schramm
Joan A. Schramm, Assistant Secretary



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, -- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, -- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 19th of October, 1981.

Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois

Richard S. Kennerley

My Commission Expires: November 8, 1984



This document was drafted by the Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

F.D. 4993-0-53
Via Dist. Courthouse
Green Bay

Register's Office
Winthrop County, Wis.
Received for record
this 21st Day of
January
A.D. 19 82 at
10:34 o'clock A.M.
REGISTER OF DEEDS
W. Ogilvie

✓ 572212 H



STATE OF WISCONSIN
Department of State } ss.
Received this 30 day of
July A.D. 19 82 at 2
o'clock P.M. and recorded in Vol.
52 of RR M
Pages 115-118
The Philley
Secretary of State

VOL 617 PAGE 304

EASEMENT

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19, of said Court entered March 6, 1978, for and in consideration of the sum of \$500.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby GRANT, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto THE WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, a permanent easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in, on, over and across the following described lands, situated and being in Jefferson County, Wisconsin, to-wit:

A parcel of land in the NW 1/4 of the NW 1/4 of Section 9, Township 8 North, Range 13 East lying within the following described traverse:

Commencing at the NW corner of said Section 9; thence N88°46'01" East 573.79 feet along the back tangent of a curve to the point of intersection; thence S61°12'28" East 307.32 feet along the front tangent of said curve to the point of curvature; thence S28°47'32" West 50.00 feet to the highway right of way line; thence S61°12'28" East 98.12 to the north right of way line of the railroad and the point of beginning; thence S57°18'15" East 146.89 feet to the south right of way line of the railroad; thence N79°47'32" East along said south right of way line 190.68 feet; thence N64°32'59" West 171.54 feet to the north right of way line of the railroad; thence S79°47'32" West along said north right of way line 158.90 feet to the point of beginning.

This parcel contains 0.40 acre, more or less.

ID 3290.00-50, 21

Parcel 19

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by B. H. Bobbitt, Asst. Vice Pres., on this November 16, 1981.

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By B. H. Bobbitt
Assistant Vice President

WITNESS:

By J. H. Nail
For Trustee

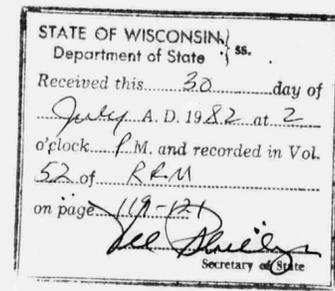
This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R.H. Keegan, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

STATE OF ILLINOIS)
COUNTY OF COOK)

On this NOVEMBER 16 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. H. BOBBITT, ASST. VICE PRESIDENT for the Trustee aforesaid, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed on behalf of the Trustee aforesaid.



E. G. Tyckoson, Jr.
EDWIN G. TYCKOSON, JR.
Notary Public - Cook County
My Commission Expires Aug. 30, 1984



STATE OF WISCONSIN } ss. **780540**
Jefferson County }
Received for record this 19th day
of January A. D. 1982 at 8:00
o'clock A. M. and recorded Vol.
617 of Records, page 304.
James A. Schifano Register
Deputy

EASEMENT

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19, of said Court entered March 6, 1978, for and in consideration of the sum of \$500.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby GRANT, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, a permanent easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorizes may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following lands in Rock County, Wisconsin, described as:

A parcel of land in Section 2, Township 2 North, Range 12 East, Government Lot 3 thereof. Said parcel includes all that land of the owner lying within a traverse described as follows:

Commencing at the northwest corner of said Section 2; thence N 89°14'10" W, 50.77 feet; thence S 4°09'34" W, 1,590.84 feet; thence S 28°31'31" E, 552.08 feet to the point of beginning of said traverse; thence S 52°45'18" W, 50.58 feet; thence S 28°31'31" E, 63.74 feet; thence N 52°45'18" E, 101.17 feet; thence N 28°31'31" W, 63.74 feet; thence S 52°45'18" W, 50.59 feet to the point of beginning of said traverse.

Said parcel contains 0.15 of an acre, more or less.

ID 5990-02-11

Parcel 12

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by S. H. BOBBITT, ASST. VICE PRESIDENT, on this SEPTEMBER 16 1981.

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By S. H. Bobbitt
Assistant Vice President
S. H. BOBBITT

WITNESS:
By R. H. Keegan
For Trustee
R. H. KEEGAN

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R.H. Keegan, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

FORM "A"

56

STATE OF ILLINOIS)
COUNTY OF COOK)

On this SEPTEMBER 19 1981, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared RAYMOND H. KEEGAN,
ASST. VICE PRESIDENT for the Trustee aforesaid, to
me known to be the identical person named in and who executed
the foregoing instrument, and acknowledged that he executed
the same as his voluntary act and deed on behalf of the Trustee
aforesaid.

Raymond H. Keegan

STATE OF WISCONSIN
Department of State
Received this 30 day of
July A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of REM
on page 122-124
Del. Phillipis
Secretary of State

RAYMOND H. KEEGAN
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1983

Garment
E
P
B

RECORDED
CARD # 90
IMAGE # S4-S6
Oct 8 12 22 PM '81
ESTHER A. SAGE
REGISTER OF DEEDS
ROCK CO., WISC. 53545

945672 S

*W.D. Dept of Transportation
Parcel I
P.O. Box 7877
Madison, WI 53707
CPL
1160*

Form RED - 13
(6/72)
VOL. 278 PAGE 298 236238
Resolution Dated
February 25, 1974
496279
DEED OF RELEASE
VOL. 545 PAGE 121
VOL. 160 PAGE 375
154930
INDEXED
MOTOCRAPIED

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagee), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, etc., on Pages 369 to 424, inclusive, as supplemented and amended.

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS-----

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the Counties of Eau Claire, Trempealeau and Buffalo, and the State of Wisconsin-----

and described as follows, to wit:

In Township 25 North, Range 5 West of the Fourth Principal Meridian, Eau Claire County, Wisconsin

That part of the Northeast Quarter of the Southwest Quarter of Section 34, lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track (running from Fairchild to Mondovi) center line was originally located and established over and across said Section 34, and lying between lines parallel with and distant 150 feet Southwesterly, and 75 feet Northeasterly, measured at right angles, from the center line of U. S. Highway No. 12.

In Township 24 North, Range 7 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

That part of the Northwest Quarter of the Southeast Quarter of Section 3 lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 3, and lying between lines parallel with and distant 200 feet Northeasterly, and 140 feet Southwesterly, measured at right angles, from the median edge of the east bound traffic lane of Interstate Highway 94.

Page 1 of 5 Pages

*St. of Wis. Dept. of Transp.
Fax 8.00
at: Jim Larson
Parcel 1*

ID 1533-06-25

ALSO: That part of the East Half of the Northeast Quarter of Section 9 lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles and radially, from the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Section 9, and lying between lines parallel with and distant 33 feet Northerly and 33 feet Southerly, measured at right angles, from the South line of the Northeast Quarter of the Northeast Quarter of said Section 9.

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In Township 24 North, Range 9 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

That part of the Northeast Quarter of the Southeast Quarter of Section 9, bounded and described as follows: Beginning at a point distant 200 feet Southwesterly, measured radially, from the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 9, and distant 120 feet Northwesterly, measured at right angles, from the center line of State Trunk Highway No. 93; thence Northeasterly parallel with the center line of said highway to a point distant 50 feet Northeasterly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal; thence Southeasterly parallel with said last described main track center line to a point on the Southwesterly extension of the Northwesterly line of Main Street; thence Northeasterly along said Northwesterly line, extended of Main Street, to a point distant 200 feet Northeasterly, measured radially, from said original main track center line; thence Southeasterly parallel with said original main track center line to a point on a line drawn radially thereto at a point thereon distant 722 feet Northwesterly from its intersection with the East line of said Section 9; thence Southwesterly along said last described radial line a distance of 400 feet; thence Northwesterly parallel with and distant 200 feet Southwesterly, measured radially, from said original main track center line, to the point of beginning.

In Township 24 North, Range 10 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 8; the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 9; and the Northwest Quarter of the Northwest Quarter of the Southwest Quarter, of Section 10, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 8, 9, and 10.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of the Southeast Quarter of said Section 8 lying Northeasterly of a line drawn radially to the reference line of U. S. Highway 10 at Highway Stationing 95+50, said strip of land being 50 feet in width on each side of said original main track center line.

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82 MAR 15 AM 10 29

Eau Claire, Wisconsin 54702

Register of Deeds

BEVERLY V. HALVORSON

Beverly V. Halvorson

408279

ALSO: A strip of land 75 feet in width extending over and across the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, Northeast Quarter of the Southwest Quarter, and the Northeast Quarter of the Northwest Quarter of the Southwest Quarter, of Section 10; the Northeast Quarter, and the South Half of the Northwest Quarter, of Section 11; and the West Half of the Northwest Quarter of Section 12, said strip of land being 25 feet in width on the Northerly side and 50 feet in width on the Southerly side of the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Sections 10, 11, and 12.

ALSO: That part of the Northeast Quarter of the Northwest Quarter of said Section 12 lying Westerly of the East line extended of Buffalo County Trunk Highway "WW", and lying between lines parallel with and distant 25 feet Northerly and 50 feet Southerly, respectively, measured at right angles, from said original main track center line.

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154930 VOL. 160 PAGE 378

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.....

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 17th day of December, 1976.

MANUFACTURERS HANOVER TRUST COMPANY

By John Generali Assistant Vice President



ATTEST:

James M. Foley
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

W. L. Fisher
T. C. Knight
T. C. KNIGHT

Form RED - 15

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STATE OF NEW YORK
CITY AND
COUNTY OF NEW YORK } SS.

I, FRANCIS J. CRIPPO, a Notary Public in

and for said City and County of New York, in the State of New York, do hereby certify that JOHN GENERALE and James M. Foley, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company

GIVEN under my hand and official seal this 17th day of December A.D. Nineteen Hundred and Seventy-Six.

STATE OF WISCONSIN
My Commission Expires 2 day of August A.D. 1982 at 2 o'clock P.M. and recorded in Vol. 52 of RKM on page 125-129



Francis J. Crippa
Notary Public, State of New York
No. 49-02123
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1978

This document was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

REGISTER OF DEEDS }
BUFFALO COUNTY, WIS. } SS.
Received for Record the 5 day of March A.D. 1982 at 8:00 o'clock A.M. and recorded in Vol. 160 of Records Page 378 - 379
Fern F. Pearson
REGISTER

OFFICE OF REGISTER OF DEEDS
TREMPEALEAU COUNTY, WIS.
REC. FOR RECORD MAR 10 1982
AT 9:00 O'CLOCK A.M.
VOL. 160 OF RECORDS PAGE 378
Wesley Egge

Form RED - 14

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154930

VOL. 160 PAGE 378

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.....

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 17th day of December, 1976.

MANUFACTURERS HANOVER TRUST COMPANY

By John Generali
Its Assistant Vice President



ATTEST:

James M. Foley
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

W. L. ...
T. C. Knight
T. C. KNIGHT

Form RED - 15

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STATE OF NEW YORK
CITY AND
COUNTY OF NEW YORK } SS.

I, FRANCIS J. CRIPPO, a Notary Public in

and for said City and County of New York, in the State of New York, do hereby certify that JOHN GENERALE and James M. Foley, personally known to me to be, respectively, Assistant Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such Assistant Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company

GIVEN under my hand and official seal this 17th day of December A.D. Nineteen Hundred and Seventy-Six.

STATE OF WISCONSIN }
My Commission Expires 2 day of August A.D. 1982 at 2 o'clock P.M. and recorded in Vol. 52 of RKM on page 128-129



This document was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

REGISTER OF DEEDS }
BUFFALO COUNTY, WIS. } SS.
Received for Record the 5 day of March A.D. 1982 at 8:00 o'clock A.M. and recorded in Vol. 160 of Records Page 378 - 379
Fern F. Pearson
REGISTER

FRANCIS J. CRIPPA
Notary Public, State of New York
No. 43-21273
Qualified in Buffalo County
Certificate filed in New York County
Commission Expires March 30, 1978

OFFICE OF REGISTER OF DEEDS
TREMPEALEAU COUNTY, WIS.
REC. FOR RECORD MAR 10 1982
AT 9:00 O'CLOCK A.M.
VOL. 160 OF RECORDS PAGE 378
rebeccajegge REGISTER

CHEMCO (173)
 VOL. 278 PAGE 303 236239 Resolution Dated February 25, 1974
 154931 DEED OF RELEASE 496278
 VOL. 545 PAGE 117 VOL. 160 PAGE 380

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as "Mortgagee"), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS-----

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the Counties of Eau Claire, Trempealeau, and Buffalo, and the State of Wisconsin-----

and described as follows, to wit:

In Township 25 North, Range 5 West of the Fourth Principal Meridian, Eau Claire County, Wisconsin

That part of the Northeast Quarter of the Southwest Quarter of Section 34, lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track (running from Fairchild to Mondovi) center line was originally located and established over and across said Section 34, and lying between lines parallel with and distant 150 feet Southwesterly, and 75 feet Northeasterly, measured at right angles, from the center line of U. S. Highway No. 12.

In Township 24 North, Range 7 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

That part of the Northwest Quarter of the Southeast Quarter of Section 3 lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles, from the center line of the main track (now removed) of the Fairchild and Mississippi River Railway Company (later the Sault Sainte Marie and South Western Railway Company, the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 3, and lying between lines parallel with and distant 200 feet Northeasterly, and 140 feet Southwesterly, measured at right angles, from the median edge of the east bound traffic lane of Interstate Highway 94.

ALSO: That part of the East Half of the Northeast Quarter of Section 9 lying between lines parallel with and distant 50 feet Northwesterly and 50 feet Southeasterly, measured at right angles and radially, from

St. of Wis Dept. of Trans. Ex 7.00
 att. for Bureau Parcel 1

ID 1533-06-25

545 PAGE 118 236239 VOL. 278 PAGE 304
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the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Section 9, and lying between lines parallel with and distant 33 feet Northerly and 33 feet Southerly, measured at right angles, from the South line of the Northeast Quarter of the Northeast Quarter of said Section 9.

In Township 24 North, Range 9 West of the Fourth Principal Meridian, Trempealeau County, Wisconsin

That part of the Northeast Quarter of the Southeast Quarter of Section 9, bounded and described as follows: Beginning at a point distant 200 feet Southwesterly, measured radially, from the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 9, and distant 120 feet Northwesterly, measured at right angles, from the center line of State Trunk Highway No. 93; thence Northeasterly parallel with the center line of said highway to a point distant 50 feet Northeasterly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis & Omaha Railway Company), as said main track was located prior to its removal; thence Southeasterly parallel with said last described main track center line to a point on the Southwesterly extension of the Northwesterly line of Main Street; thence Northeasterly along said Northwesterly line, extended of Main Street, to a point distant 200 feet Northeasterly, measured radially, from said original main track center line; thence Southeasterly parallel with said original main track center line to a point on a line drawn radially thereto at a point thereon distant 722 feet Northwesterly from its intersection with the East line of said Section 9; thence Southwesterly along said last described radial line a distance of 400 feet; thence Northwesterly parallel with and distant 200 feet Southwesterly, measured radially, from said original main track center line, to the point of beginning.

In Township 24 North, Range 10 West of the Fourth Principal Meridian, Buffalo County, Wisconsin

A strip of land 100 feet in width extending over and across the East Half of the Southeast Quarter of Section 8; the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 9; and the Northwest Quarter of the Northwest Quarter of the Southwest Quarter, of Section 10, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Sault Sainte Marie and South Western Railway Company (later the Chicago, St. Paul, Minneapolis & Omaha Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 8, 9, and 10.

ALSO: A strip of land 100 feet in width extending over and across that part of the Southwest Quarter of the Southeast Quarter of said Section 8 lying Northeasterly of a line drawn radially to the reference line of U. S. Highway 10 at Highway Stationing 95+50, said strip of land being 50 feet in width on each side of said original main track center line.

ALSO: A strip of land 75 feet in width extending over and across the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, Northeast Quarter of the Southwest Quarter, and the Northeast

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Quarter of the Northwest Quarter of the Southwest Quarter, of Section 10; the Northeast Quarter, and the South Half of the Northwest Quarter, of Section 11; and the West Half of the Northwest Quarter of Section 12, said strip of land being 25 feet in width on the Northerly side and 50 feet in width on the Southerly side of the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Sections 10, 11, and 12.

ALSO: That part of the Northeast Quarter of the Northwest Quarter of said Section 12 lying Westerly of the East line extended of Buffalo County Trunk Highway "WM", and lying between lines parallel with and distant 25 feet Northerly and 50 feet Southerly, respectively, measured at right angles, from said original main track center line.

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BEVERLY V. HALVORSON
Register of Deeds
P.O. Box 5001
Eau Claire, Wisconsin 54702

Beverly V. Halvorson

NO 0270

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154931

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This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 6th day of December A.D., Nineteen Hundred and Seventy-Six.

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

Paul J. Weir
R. J. Hill

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By *Paul J. Weir*
VICE PRESIDENT

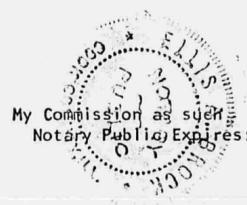
ATTEST:
R. J. Hill
SECRETARY

STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that PAUL J. WEIR and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 6th day of December A.D., Nineteen Hundred and Seventy-Six.

Ellis A. Brock
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

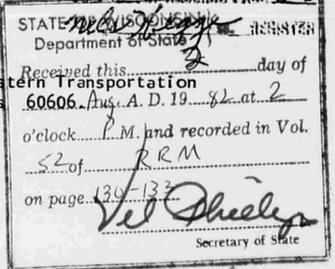


My Commission as such Notary Public Expires: October 3, 1977

OFFICE OF REGISTER OF DEEDS
TREMPEALEAU COUNTY, WIS.
REC. FOR RECORD MAR 10 1982
AT 7:00 O'CLOCK A.M.
VOL 278 OF RECORDS PAGE 305

This document was prepared by Chicago and North Western Transportation
REGISTER OF DEEDS, 400 West Madison Street, Chicago, Illinois 60606
BUFFALO COUNTY, WIS. }
Received for Record the 5 day of March A.D. 1982 at 8:00 o'clock A.M. and recorded in Vol. 160 of Records Page 380-383
Fern J. Pearson
REGISTER

Page 4 of 4 Pages



1175979

EASEMENT

REEL 482 IMAGE 067

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19, of said Court entered March 6, 1978, for and in consideration of the sum of \$1,300.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby GRANT, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, a Permanent Easement for Highway Purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following lands in Waukesha County, Wisconsin, described as:

That part of the SE 1/4 of Section 9, Township 7 North, Range 19 East, described as follows:

Commence at the NE corner of said SE 1/4; thence S85°49'20" West along the north line of said SE 1/4, 1354.48 feet; thence S8°38'02" West 761.46 feet to the northerly line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the point of beginning; thence N69°16'31" West along said line 531.47 feet; thence S7°31'01" East 103.58 feet to the southerly line of said Railroad Company; thence S69°16'31" East along said line 502.00 feet; thence N8°38'02" East 93.32 feet to the point of beginning. This parcel contains 1.08 acres, more or less.

ID 1371-4-21

*Due 400
to Dept of
Transportation
for 649
Parcel 7*

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by B. H. BOBBITT, ASST. VICE PRESIDENT, on this DECEMBER 14 1981.

REEL 482 IMAGE 068

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By B. H. Bobbitt
B. H. BOBBITT Assistant Vice President

WITNESS:

By R. H. Keegan
For Trustee
R.H. KEEGAN

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R.H. Keegan, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

STATE OF ILLINOIS)
COUNTY OF COOK)

On this DECEMBER 14 1981, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared B. H. BOBBITT
ASST. VICE PRESIDENT for the Trustee aforesaid, to
me known to be the identical person named in and who executed
the foregoing instrument, and acknowledged that he executed
the same as his voluntary act and deed on behalf of the Trustee
aforesaid.

Raymond H. Keegan

RAYMOND H. KEEGAN
Notary Public, Cook County, IL
My Commission Expires Nov. 20, 1988



STATE OF WISCONSIN
Department of State
Received this 2 day of
Aug A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 134 of 131
Val Cherny
Secretary of State

1175979

REGISTRAR'S OFFICE
WAUKESHA COUNTY, WIS.
RECORDED

1982 FEB -2 AM 10:10

REEL 482 IMAGE 67

REEL 482 IMAGE 069

J 3131 I 10

Authorization No. P-882

EASEMENT DEED NO. 82419

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to OUTAGAMIE COUNTY, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the County of Outagamie, and the State of Wisconsin, to wit:

A parcel of land located in Government Lot 2 of Section 25, Township 21 North, Range 18 East, Village of Combined Locks, Outagamie County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of Lot 1, Block 11, Replat of Blocks 11, 12, 13, 14, 15 and part of Block B of Sections 24 and 25; thence North 7°14'00" West, 50.00 feet; thence South 82°46'00" West, 351.82' along the North line of Prospect Avenue; thence North 76°53'00" West, 288.15 feet; thence South 64°25'28" West, 25.06 feet to a point of curve to the right of radius 1004.56 feet which is also the Point of Beginning and is located on the east property line of the Grantor; thence southerly 27.30 feet along the arc of said curve whose long chord bears South 31°02'01" East, 27.29 feet to a point of curve to the right of radius 3869.719 feet; thence southerly, 142.48 feet along the arc of said curve whose long chord bears South 28°25'38" East, 142.47 feet; thence South 63°52'50" West, 100.02 feet; thence northerly 136.62 feet along the arc of a curve to the left of radius 3769.719 feet whose long chord bears North 28°26'37" West, 136.61 feet to a point of curve to the left of radius 904.56 feet; thence northerly 63.36 feet along the arc of said curve whose long chord bears North 31°48'49" West, 63.35 feet; thence North 60°43'56" East, 100.24 feet to a point of curve to the right of radius 1004.56 feet; thence southerly, 35.68 feet along the arc of said curve whose long chord bears South 32°03'22" East, 35.68 feet to the Point of Beginning.

This instrument is being re-recorded to correct the description, to read Range 18 instead of Range 19.

Excepting and Reserving, however, unto the Grantor, its Lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and

ID. H680-01-50

Parcel 50

J 3131 I 11

DEED NO 82419
Authorization No P-882

all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.



DATED this 18th day of August, 19 81.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

Robin Bourne-Caris
Robin Bourne-Caris
Donna Gargano
Donna Gargano

By *Robert W. Mickey*
Robert W. Mickey Vice President
Attest *Joan A. Schramm*
Joan A. Schramm, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606



J 3131 I 12

STATE OF WISCONSIN }
Department of State } ss.
Received this 2 day of
Aug. A. D. 19 82 at 2
o'clock P.M. and recorded in Vol.
52 of R.R.M.
on page 137-139
Richard S. Kennerley
Secretary of State

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that ROBERT W. MICKEY and JOAN A. SCHRAMM, to me personally known and known to me to be, respectively, - - Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, - - Vice President and Asst Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 18th of August, 19 81.

Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois

My Commission Expires: November 8, 1984
SEE RE-RECORDING DATA...

Richard S. Kennerley
RE-RECORDING DATA...

OUTAGAMIE 806077
Document #

OUTAGAMIE 806476
Document #

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WI.
RECEIVED AND RECORDED ON

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WI.
RECEIVED AND RECORDED ON

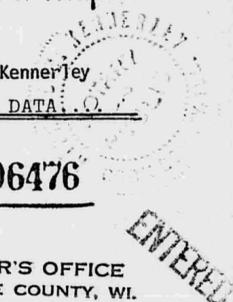
JAN 19 1982
AT 9 O'CLOCK A.M.
IN JACKET 3114 IMAGE 40-42
House Dept of
REGISTER OF DEEDS

FEB 1 1982
AT 11 O'CLOCK A.M.
IN JACKET 3131 IMAGE 10-12
House Dept of
REGISTER OF DEEDS

Wis. Dept. of Transp.

Page 3 of 3 Pages

Wi Dept. of Trans. E. 1/400



Authorization No. P-912

EASEMENT DEED NO. 82529

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$1,125.00), grants a permanent easement for street or highway purposes, and for no other use or purpose whatsoever, to THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, over, upon, and across the following described real estate situated in Rock County, State of Wisconsin to wit:

A parcel of land in the Northwest Quarter of the Northeast Quarter of Section 27, Township 4 North, Range 10 East presently laid out and used as railroad right of way by the Chicago and North Western Transportation Company lying within the following described traverse:

Commencing at the North Quarter corner of said Section 27; Thence South 0° 12' 58" West, 1,152.06 feet to a point of intersection; Thence South 0° 02' 33" West, 88.88 feet to a point on tangent; Thence North 87° 13' 33" East, 33.04 feet; Thence North 0° 02' 33" East, 225.46 feet; Thence North 34° 28' 22" West, 56.01 feet to the point of beginning of said traverse; Thence North 33° 17' 01" East, 107.67 feet to a point of curve having a radius of 5,779.58 feet and a long chord of 178.53 feet bearing South 34° 16' 10" East; Thence Southeasterly along the arc of said curve to the right 178.53 feet; Thence South 33° 17' 01" West, 45.13 feet to a point of curve having a radius of 435.00 feet and a long chord of 66.38 feet bearing South 28° 54' 31" West; Thence Southwesterly along the arc of said curve to the left 66.44 feet to a point of curve having a radius of 5,679.58 feet and a long chord of 184.60 feet bearing North 33° 49' 26" West; Thence Northwesterly along the arc of said curve to the left 184.61 feet to the point of beginning of said traverse.

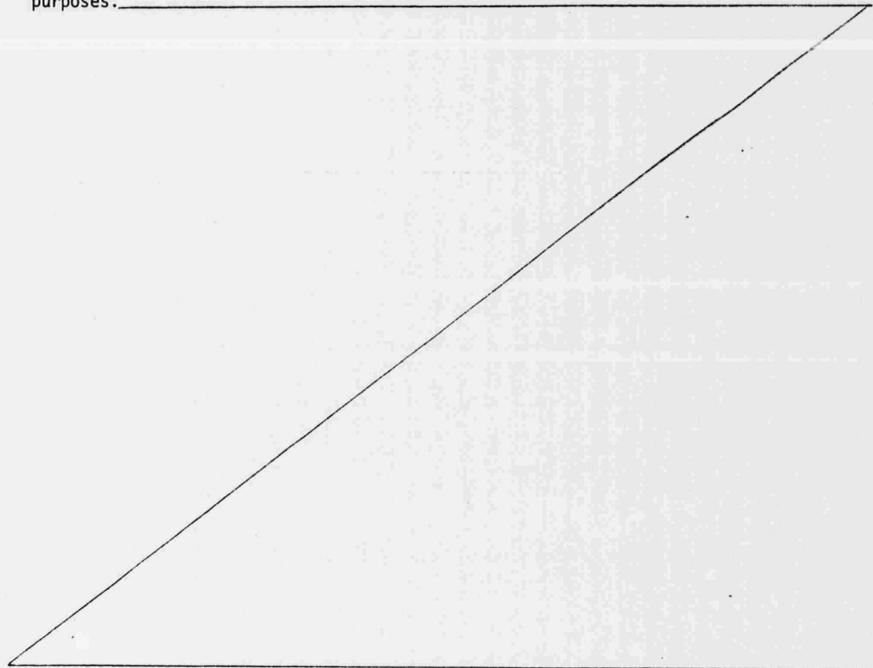
Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

EASEMENT DEED NO. 82529

Authorization No. P-912

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the sue thereof for street or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in the first instance in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for street or highway purposes.



DATED this 1st day of December, 1981.

Signed, Sealed and Delivered in Presence of: CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Donna Gargano
Donna Gargano
Robin Bourne-Caris
Robin Bourne-Caris

By Robert W. Mickey
Robert W. Mickey, Vice President
Attest Frances L. Turner
Frances L. Turner, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Frances L. Turner, to me personally known and known to me to be, respectively, -- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, -- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of December, 1981.

Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois
Richard S. Kennerley

My Commission Expires: November 8, 1984

This document was drafted by the Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN)
Department of State) SS.
Received this 2 day of
August A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 140-142
Del Steady
Secretary of State

FEE
77.25 (✓)
EXEMPT

1175464

FEEL 481 PAGE 273

THIS INDENTURE, made this 21st day of December, 1981, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, hereinafter called "State",

WITNESSETH, that the Company, in consideration of One and No/100 (\$1.00) Dollar and other valuable considerations to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used including the right to construct, reconstruct and maintain an overhead highway bridge over and across lands owned by said Company at the following described location in Waukesha County, Wisconsin, to-wit:

All the Company's property lying within the northerly 33 feet of the NW 1/4 SE 1/4 of Section 12, Township 7 North, Range 19 East. Also, that part of the NE 1/4 of Section 12, Township 7 North, Range 19 East, lying between the south line of said NE 1/4 and a line which is 130 feet northerly of (as measured normal to) the following described reference line of STH 190:

Del
#3

From a point in the west line of said NE 1/4 which is 12.10 feet North 1°06'41" East of the SW corner of said NE 1/4, thence South 87°42'01" East a distance of 1013.86 feet to a point on the west line of the railroad and point of beginning of this description; thence South 87°42'01" East a distance of 100 feet to a point on the east line of the railroad and thence terminating.

containing 0.40 acres, more or less.

The Company reserves the right and privilege to use the above described land for the construction, maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:
John P. Ruddy

SOO LINE RAILROAD COMPANY
By *Thomas Beckley*
Its President

Paul A. Johnson

ATTEST:
By *Arlene K. Holmes*
Its Secretary

144

145

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

Personally came before me this 21st day of December, 1981, Thomas M. Beckley, President and Arlene R. Holmes, Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Linda C. Sullivan

LINDA C. SULLIVAN
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 29, 1985

This instrument was drafted by:
Soo Line Railroad Company
1601 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN
Department of State } ss.
Received this 2 day of
August A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRA
on page 142 of 144
Del Phueger
Secretary of State

1175464
REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } ss.
RECORDED BY
1982 JAN 25 PM 2:56
REEL 481 IMAGE 273
W. G. Schubiger
REGISTER OF DEEDS
REEL 481 IMAGE 274

VOL. 409 PAGE 137

571054

Form 2600-A

Authorization No. P-916

DEED NO. 82510

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of FIVE HUNDRED AND NO/100-----

----- DOLLARS
(\$ 500.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

of -----
GRANTEE, all interest in the following described real estate situated in the -----
of -----, County of Douglas, and the State of Wisconsin

to wit: All that part of the SW 1/4 - NW 1/4, Sec. 25, T45N, R12W, Douglas County, Wisconsin, lying between the following described reference line and a line located 32' easterly of and parallel to said reference line which is described as:
Commencing at the west one-quarter corner of said Sec. 25, thence S 88°25'16" E, 42.92' to the point of beginning, thence N 0°31'31" W, 782.32'.

Subject to any and all existing utilities.

OFFICE OF REGISTER OF DEEDS
DOUGLAS COUNTY, WISCONSIN
Received for record this 10th day of JANUARY A. D. 1982 at 4:20 o'clock P.M. and recorded in Volume 409 of Records on page 137
W. G. Schubiger
REGISTER DEPUTY

EXEMPT
97.25-(2)
EXEMPT

DATED this 10th day of November, 1981

Signed, Sealed and Delivered in Presence of:
Robert Bourne-Caris
Robert Bourne-Caris
Donna Gargano
Donna Gargano
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
By *Robert W. Mickey*
Robert W. Mickey Vice President
Attest *Joan A. Schramm*
Joan A. Schramm, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606

ID 1194-04-21

Parcel 1

Form RED - 14

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its ASSISTANT Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 3rd day of Aug, 1982

MANUFACTURERS HANOVER TRUST COMPANY

By [Signature]
Its ASSISTANT Vice President

ATTEST:

[Signature]
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

[Signature]
M.L. STEVENSON

[Signature]
Karla K. McKenna

Form RED - 15

STATE OF NEW YORK }
CITY AND } SS.
COUNTY OF NEW YORK }

I, FRANCIS J. GRIPPO, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that JOHN GENERALE and T.C. Monahan, personally known to me to be, respectively, ASSISTANT Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such ASSISTANT Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 3rd day of Aug, 1982.
A.D. Nineteen Hundred and Eighty-two.

[Signature]
FRANCIS J. GRIPPO
Notary Public, State of New York
No. 43-452235
Qualified in Orange County
Certificate filed in New York County
Commission Expires March 30, 1982

My Commission Expires:

This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN
Department of State } SS.
Received this 2 day of
Aug. A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 147-149
[Signature]
Notary of State

CHEMCO (1/73)

P-916

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as 'Mortgagee'), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the County of Douglas, and the State of Wisconsin,

and described as follows, to wit:

All that part of the SW 1/4 - NW 1/4, Sec. 25, T45N, R12W, Douglas County, Wisconsin, lying between the following described reference line and a line located 32' easterly of and parallel to said reference line which is described as:

Commencing at the west one-quarter corner of said Sec. 25, thence S 88°25'16" E, 42.92' to the point of beginning, thence N 0°31'31" W, 782.32'.

ID 1194-4-21

Parcel 1

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 22nd day of February A.D., Nineteen Hundred and Eighty-two.

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

Edward Kobuszewski
Edson M. Lee

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By *Edward Kobuszewski*
VICE PRESIDENT

ATTEST:
P. J. Hill
SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK)

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that BERNARD FIRESTONE and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd day of February A.D., Nineteen Hundred and Eighty-two.

Ellis A. Brock
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: *October 22, 1985*

This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN)
Department of State) ss.
Received this 2 day of
Aug A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 15075A
John J. Green
Secretary of State

152

924669

FEB 5 1982

VCL 672 PAGE 369

RECORDED
AT 2:30 P.M.
CHARLES R. WHALEY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

QUITCLAIM DEED

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19 of said Court entered March 6, 1978, for and in consideration of the sum of \$9,245.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto CITY OF LACROSSE, WISCONSIN, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate, to-wit:

A parcel of land in Lot 4, Block 42, Southern Addition to the Village of North La Crosse, now City of LaCrosse, further described as follows:

Beginning at the intersection of the west line of Copeland Avenue and the southeasterly line of the 100 foot Chicago, Milwaukee, St. Paul and Pacific Railroad Company right of way; thence southwesterly along said right of way line 105.0 feet; thence southeasterly at right angles with said right of way line 30.0 feet; thence northeasterly parallel with said right of way line to the west line of Copeland Avenue; thence northerly along said west line of Copeland Avenue to the point of beginning.

Said parcel contains 2,733 square feet, more or less.

The grantor also conveys all rights of access between the elevated roadway of Copeland Avenue at this separated crossing except in common with the traveling public generally; and the abutting real property, whether acquired by separate conveyance or otherwise, where the following described land abuts said street.

Remaining lands of the grantor in the NE 1/4 SE 1/4 of Section 30 and the NW 1/4 SW 1/4 of Section 29, all in Township 16 North, Range 7 West, City of LaCrosse.

As and for the hereinbefore-recited consideration, Grantor does hereby grant unto Grantee an easement for highway purposes.

FEE
\$ 71.25 (2)
EXEMPT

ID 5250-01-21

PAUEL B

153

VCL 672 PAGE 370

As long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in three parts:

Part I

A parcel of land in Lot 2, Block 42, Southern Addition to the Village of North LaCrosse, now City of LaCrosse, consisting of the east 30.0 feet of that portion of said Lot 2 lying southeast of a line connecting its northeast corner with the southwest corner.

Said Part I contains 234 square feet, more or less.

Part II

A parcel of land in the NE 1/4 SE 1/4 of Section 30, Township 16 North, Range 7 West consisting of a uniform 12 feet in width, parallel to and northwest of the northwest line of Lot 4, Block 42, Southern Addition to the Village of North LaCrosse (now City of LaCrosse) between lines 30.0 feet and 80.0 feet west of the west line of Copeland Avenue.

Said Part II contains 825 square feet, more or less.

Part III

A parcel of land in the NE 1/4 SE 1/4 of Section 30, Township 16 North, Range 7 West, described as follows:

Beginning at the northeast corner of Lot 4, Block 42, Southern Addition to the Village of North LaCrosse (now City of LaCrosse); thence southwesterly along the northwest line of said Lot 4 to a point 30 feet west of the east line of said Lot 4 (this point being 35 feet from the new centerline of Copeland Avenue); thence northerly on a line parallel to said new centerline to a point on the southeast line of Lot 2 of said Block 42; thence northeasterly along the southeast line of said Lot 2, and continuing on an extension thereof to a point located 35 feet east of said new centerline; thence southerly 35 feet east of and parallel to said new centerline to a point on the northwest line of said Lot 4 extended. Thence southwesterly to the point of beginning.

Said Part III contains 4,037 square feet, more or less, not already in use for street or highway purposes.

This conveyance is subject to all existing rights of way, easements, licenses and permits, whether or not of record, and to all exceptions and reservations of record.

IN WITNESS WHEREOF, this instrument is executed in the name of said Trustee and on his behalf by B. H. BOBBITT thereunto duly authorized this DECEMBER 17 1981.

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By B. H. Bobbitt
B. H. BOBBITT Asst. Vice President

WITNESS:

R. H. Keegan
For said Trustee
R.H. KEEGAN

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R. H. Keegan, Real Estate Attorney, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

STATE OF ILLINOIS)
COUNTY OF COOK)

On this DECEMBER 17 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared B. H. BOBBITT ASST. VICE PRESIDENT for the Trustee aforesaid, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed on behalf of the Trustee aforesaid.

Raymond H. Keegan

RAYMOND H. KEEGAN
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1983



STATE OF WISCONSIN
Department of State } ss.
Received this 2 day of
Aug A. D. 19 82 at 2
o'clock P.M. and recorded in Vol.
52 of R.R.M.
on page 182-155
Bill Keegan
Secretary of State

156

9246

VCL 672 PAGE 366

QUITCLAIM DEED

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19 of said Court entered March 6, 1978, for and in consideration of the sum of \$2,200.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto CITY OF LA CROSSE, WISCONSIN, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate situated and being in La Crosse County, Wisconsin, to-wit:

A parcel of land in Township 16 North, Range 7 West, Section 29 in the NW 1/4 NE 1/4 thereof; CONT TO REVERSE

Said parcel includes all that land of the owner contained within the following described traverse:

Commencing at the north 1/4 corner of said Section 29, thence S 05°44'25" E, 395.08 feet to the point of beginning; thence S 89°55'46" E, 61.75 feet to a point; thence S 04°20'58" E, 37.55 feet to a point; thence S 0°23'29" W, 69.33 feet to a point; thence S 48°47'24" W, 85.51 feet to a point; thence N 0°04'17" E, 163.17 feet to the point of beginning.

FEE
\$71.25 (2)
EXEMPT

Said parcel contains 0.20 acre, more or less, exclusive of all land previously acquired or now used for highway purposes.

This conveyance is subject to all existing rights of way, easements, licenses and permits, whether or not of record, and to all exceptions and reservations of record.

FEB 5 1982
RECORDED
AT 2:20 P.M.
CHARLES R. WHALCY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

ID 5991-05-42

Parcel 6

157

VCL 672 PAGE 367

IN WITNESS WHEREOF, this instrument is executed in the name of said Trustee and on his behalf by _____ thereunto duly authorized this _____.

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By B. H. Bollitt
Asst. Vice President

WITNESS:

R. H. Keegan
For said Trustee

R. H. KEEGAN

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R. H. Keegan, Real Estate Attorney, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

STATE OF ILLINOIS)
COUNTY OF COOK)

On this _____, before me,
the undersigned, a Notary Public in and for said County and
state, personally appeared B. H. [unclear]
ASST. VICE PRESIDENT for the Trustee aforesaid, to
me known to be the identical person named in and who executed
the foregoing instrument, and acknowledged that he executed
the same as his voluntary act and deed on behalf of the Trustee
aforesaid.

Raymond H. Keegan

RAYMOND H. KEEGAN
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1981



STATE OF WISCONSIN
Department of State } ss.
Received this 2 day of
Aug. A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of BRM
on page 154-158
[Signature]
Secretary of State

Authorization No. Resolution Dated
October 30, 1980

DEED NO. 82644

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware
corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the considera-
tion of FIVE HUNDRED AND NO/100 -----

----- DOLLARS
(\$ 500.00) conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF
TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

of -----
GRANTEE, all interest in the following described real estate situated in the -----
of -----, County of Washburn, and the State of Wisconsin

to wit:
That part of the Northwest Quarter of the Southeast Quarter of Section 6,
Township 38 North, Range 12 West, bounded on the Northwesterly and Southeast-
erly sides by two lines running parallel with and respectively 50 feet distant
Northwesterly and 50 feet Southeasterly (measured at right angles) from the
centerline of the Chicago and North Western Transportation Company's railroad
line as the same is now located, maintained and operated over and across said
Section 6; and on the Northeasterly and Southwesterly sides by two lines run-
ning parallel with and respectively 130 feet distant Northeasterly and 110
feet distant Southwesterly (measured at right angles) from the following
described U.S. Highway 53 reference line: Commencing at the Southeast corner
of Section 6, Township 38 North, Range 12 West; thence S 87°58'46" E, 33.28
feet to the centerline of USH 53; thence N 36°12'39" W, 605.04 feet to the
point of curvature of a 0°25' curve left; thence Northwesterly along the
arc of said 0°25' curve, 829.31 feet to the point of curvature of a 0°25'
curve right, whose back tangent bears N 39°39'59" W; thence Northwesterly
along the arc of said 0°25' curve 829.31 feet, the point of beginning of
said reference line; thence N 36°12'39" W, 489.10 feet.

Said parcel contains 0.70 acres, more or less, inclusive of lands already
in use for highway right of way.

No right of access shall accrue between the highway currently designated
as USH 53 and remaining contiguous property of the Grantor.

	FEE	TRACT
	# 77.25 (2)	RECORDED
Fee Exempt Sec. 77.25 (2)	EXEMPT	GRANTOR
		GRANTEE
		COMPARED

Subject to any existing utilities.

DATED this 3rd day of March, 1982.

Signed, Sealed and Delivered in
Presence of:
Donna Gargano
Donna Gargano
Robin Bourne-Caris
Robin Bourne-Caris
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
By Robert W. Mickey
Robert W. Mickey, Vice President
Attest J. S. Edwards
J. S. Edwards, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company,
165 North Canal Street, Chicago, Illinois 60606

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and J. S. Edwards, to me personally known and known to me to be, respectively, --- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, --- Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd of March, 19 82.



Richard S. Kennerley
Notary Public, in and for the County of Cook,
in the State of Illinois.
Richard S. Kennerley

STATE OF WISCONSIN }
Department of State } ss.
Received this 2 day of
Aug A. D. 19 82 at 2
o'clock P. M. and recorded in Vol.
SP of PRN
on page 157-160
J.L. Farmer
Secretary of State

due: \$3.00
J.L. Farmer
Wis. Dept. of Transportation
1701 N. 4th St.
Superior, WI. 54880

TRACT RECORDED GRANTOR GRANTEE COMPARED

No. 183148
QUIT-CLAIM DEED
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

TO _____
State of Wisconsin } ss.
County of Washburn }
This instrument was filed for record
in the REGISTER OF DEEDS
Office, in and for said County, on the
6 day of April
A.D. 19 82 at 8:00 o'clock A.M.
and recorded
in Vol. 223 of Records
on page 632-633 thereof.
Sarah A. Sullivan
Register

VOL 223 PAGE 63 3

EMCO (1/73)

Res. Dated
October 30, 1980
(STATE OF WISCONSIN)

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as 'Mortgagee'), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the County of Washburn, and the State of Wisconsin,

and described as follows, to wit:

That part of the Northwest Quarter of the Southeast Quarter of Section 6, Township 38 North, Range 12 West, bounded on the Northwesterly and Southeast-erly sides by two lines running parallel with and respectively 50 feet distant Northwesterly and 50 feet Southeasterly (measured at right angles) from the centerline of the Chicago and North Western Transportation Company's railroad line as the same is now located, maintained and operated over and across said Section 6; and on the Northeasterly and Southwesterly sides by two lines running parallel with and respectively 130 feet distant Northeasterly and 110 feet distant Southwesterly (measured at right angles) from the following described U.S. Highway 53 reference line: Commencing at the Southeast corner of Section 6, Township 38 North, Range 12 West; thence S 87°38'46" E, 33.28 feet to the centerline of USH 53; thence N 36°12'39" W, 605.04 feet to the point of curvature of a 0°25' curve left; thence Northwesterly along the arc of said 0°25' curve, 829.31 feet to the point of curvature of a 0°25' curve right, whose back tangent bears N 39°39'59" W; thence Northwesterly along the arc of said 0°25' curve 829.31 feet, the point of beginning of said reference line; thence N 36°12'39" W, 489.10 feet.

Said parcel contains 0.70 acres, more or less, inclusive of lands already in use for highway right of way.

No right of access shall accrue between the highway currently designated as USH 53 and remaining contiguous property of the Grantor.

183862

Registers Office }
Washburn Co. Wis. } ss.
Received for record the 6 day of
July AD 1982 at 8:00
o'clock A. M. Recorded in Vol. 225
of Records on page 131-132
Sarah A. Sullivan
By _____ Deputy

due: \$6.00
B.W. Bourgeois
bill & return: Wis. Dept. of Transportation
1701 N. 4th St. Box 425
Superior, WI. 54880

TRACT RECORDED GRANTOR GRANTEE COMPARED

Page 1 of 2 Pages

VOL 225 PAGE 13 1

Protect 1198-11-21 Page #1

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 4th day of June A.D., Nineteen Hundred and Eighty-two.

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

Gordon M. [Signature]
Patrick J. [Signature]

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By *[Signature]*
VICE PRESIDENT

ATTEST:
[Signature]
[Notary Seal]

STATE OF ILLINOIS)
COUNTY OF COOK)

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that BERNARD FIRESTONE and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th day of June A.D., Nineteen Hundred and Eighty-two.

[Signature]
ELLIS A. BROCK
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.



My Commission as such
Notary Public Expires: OCT 23 1985

This document was prepared by Chicago and North Western
One North Western Center, Chicago, Illinois 60606.

PROJECT 1198-06-21, Parcel #6

STATE OF WISCONSIN)
Transportation Company,
Received this 2 day of
Aug A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of R.R.M.
on page 161-162
[Signature]
Secretary of State

EASEMENT

REEL 490 IMAGE 078

1180760

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19, of said Court entered March 6, 1978, for and in consideration of the sum of \$1,465.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby GRANT, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto CITY OF WAUKESHA OF WAUKESHA COUNTY, WISCONSIN, Grantee, a permanent easement for highway purposes, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in Waukesha County, Wisconsin, namely:

All that part of a parcel of land in the W $\frac{1}{2}$ of Section 3, Township 6 North, Range 19 East lying within the following described traverse in the City of Waukesha:

Commencing at a point on the westerly right-of-way line of Emily Street as shown on the plat of Northwest Addition to the Plat of Prairieville, recorded in Volume 2 of Plats on Page 2, Waukesha County, Wisconsin Records, where said line intersects the northwesterly bank of the Fox River; thence North 42°05'00" West along said westerly right-of-way line of Emily Street 67.00 feet to the southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 48°20'00" West along said southeasterly right-of-way line of the railroad 323.49 feet to a point on the proposed northerly right of way line of Wisconsin Avenue and the point of beginning; thence continuing South 48°20'00" west along said southeasterly right of way line of the Railroad 96.00 feet to a point on the northerly right of way line of existing Wisconsin Avenue; thence South 87°14'05" West along said northerly right-of-way line of existing

Wisconsin Avenue 96.31 feet; thence North 41°28'00" West along the northeasterly right of way line of said existing Wisconsin Avenue 5.49 feet to the northwesterly right-of-way line of said railroad; thence North 48°20'00" East along said northwesterly right-of-way line of the railroad 170.37 feet to the said proposed northerly right-of-way line of Wisconsin Avenue; thence South 41°28'00" East along said proposed northerly right-of-way line of Wisconsin Avenue 53.08 feet to a point of curve having a radius of 105.00 feet the center of which lies to the northeast and having a chord bearing South 44°59'38" East 12.92 feet; thence 12.93 feet along said proposed northerly right-of-way line of Wisconsin Avenue and along the arc of said curve to the point of beginning.

REEL 490 PAGE 079

This parcel contains 8,970 square feet, more or less.

Grantee hereby agrees to vacate existing street crossing upon the opening of the relocated crossing.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted.

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by E. H. BOBBITT, ASST. VICE PRESIDENT, on this 31 day of 1982.

REEL 490 PAGE 080

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By B. H. Bobbitt
Assistant Vice President
B. H. BOBBITT

WITNESS:

By R. H. Keegan
For Trustee
R. H. KEEGAN

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R.H. Keegan, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

STATE OF ILLINOIS)
COUNTY OF COOK)

On this MARCH 31 1982, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared B. H. BOBBITT
ASST. VICE PRESIDENT for the Trustee aforesaid, to
me known to be the identical person named in and who executed the
foregoing instrument, and acknowledged that he executed the same
as his voluntary act and deed on behalf of the Trustee aforesaid.

Raymond H. Kegan

RAYMOND H. KEGAN
Notary Public, Cook County, IL
My Comm. Expires Nov. 30, 1983



STATE OF WISCONSIN ss.
Department of State
Received this 2 day of
Aug A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of RRM
on page 163-164
William J. Sullivan
Secretary of State

1180760

REGISTERED IN THE
WISCONSIN STATE DEPARTMENT OF STATE
RECORDS

1982 APR 21 AM 9 46
490 IMAGE 78

REEL 490 IMAGE 081

*Done in
the Dept of
Transportation
(Hankesha)*

*1180760
1180760 53117*

Form RED - 13
(6/72)

Res. Dated
October 30, 1980
(STATE OF WISCONSIN)

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagee), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, on Pages 369 to 424, inclusive, as supplemented and amended.

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the County of Washburn, and the State of Wisconsin,
and described as follows, to wit:

That part of the Northwest Quarter of the Southeast Quarter of Section 6, Township 38 North, Range 12 West, bounded on the Northwesternly and Southeast-erly sides by two lines running parallel with and respectively 50 feet distant Northwesternly and 50 feet Southeastly (measured at right angles) from the centerline of the Chicago and North Western Transportation Company's railroad line as the same is now located, maintained and operated over and across said Section 6; and on the Northeastly and Southwestly sides by two lines running parallel with and respectively 130 feet distant Northeastly and 110 feet distant Southwestly (measured at right angles) from the following described U.S. Highway 53 reference line: Commencing at the Southeast corner of Section 6, Township 38 North, Range 12 West; thence S 87°38'46" E, 33.28 feet to the centerline of USH 53; thence N 36°12'39" W, 605.04 feet to the point of curvature of a 0°25' curve left; thence Northwesternly along the arc of said 0°25' curve, 829.31 feet to the point of curvature of a 0°25' curve right, whose back tangent bears N 39°39'59" W; thence Northwesternly along the arc of said 0°25' curve 829.31 feet, the point of beginning of said reference line; thence N 36°12'39" W, 489.10 feet.

Said parcel contains 0.70 acres, more or less, inclusive of lands already in use for highway right of way.

No right of access shall accrue between the highway currently designated as USH 53 and remaining contiguous property of the Grantor.

183863

due: \$8.00

B.W. Bourgeois

bill & return: Wisconsin Dept. of Transportation
1701 N. 4th St.
Superior, WI. 54880

TRACT	
RECORDED	
GRANTOR	<input checked="" type="checkbox"/>
GRANTEE	<input checked="" type="checkbox"/>
COMPARED	

Registers Office }
Washburn Co. Wis. } ss.
Received for record the 6 day of
July AD 1982 at 8:00
o'clock A. M. Recorded in Vol. 225
at records on page 133-135
Richard A. Sullivan
Register

Page 1 of 3 Pages

By Richard A. Sullivan Register
Dated 1100-06-21 D. #6

VOL. 225 PAGE 133

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its ASSISTANT Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 14th day of May, 1982.

MANUFACTURERS HANOVER TRUST COMPANY

By [Signature]
Its ASSISTANT Vice President

ATTEST:

[Signature]
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

[Signature]
Harry J. Stengel
[Signature]
M.L. STEVENSON

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, PETER FERRERI, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that JOHN GENERALE and T.C. MONAHAN, personally known to me to be, respectively, ASSISTANT Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such ASSISTANT Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 17th day of May, A.D. Nineteen Hundred and Eighty-two.

[Signature]

PETER FERRERI
Notary Public, State of New York
No. 41-6278425
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1984



Commission Expires:
STATE OF WISCONSIN)
Department of State) SS.
Received this 2 day of
Aug A.D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 167-169
[Signature]
SECRETARY OF STATE

This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

VOL 411 PAGE 639

572789

THIS INDENTURE, made this 8th day of April, 1982, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, hereinafter called "State";

WITNESSETH, that the Company, in consideration of Five Hundred and No/100 Dollars (\$500.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used over and across lands owned by said Company at the following described location in Douglas County, Wisconsin, to-wit:

All that part of the SW 1/4 SW 1/4 of Section 12, Township 45 North, Range 12 West, Douglas County, Wisconsin, lying easterly of a line running parallel with and 56.5 feet distant easterly (measured at right angles) from the centerline of the Soo Line Railroad Company's main line track as the same is now located, maintained and operated over and across said Section 12.

containing 0.76 acres, more or less.

The Company reserves the right and privilege to use the above described land for the construction, maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

SOO LINE RAILROAD COMPANY

Jean M Zacharias

By Thomas M Beckley
Its President

Arle R Holmes

ATTEST:
By Arle R Holmes
Its Secretary

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

Personally came before this 8th day of April, 1982, Thomas M. Beckley, President, and Arlene R. Holmes, Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Linda C Sullivan

This instrument drafted by:
Soo Line Railroad Company
1601 Soo Line Building
Minneapolis, Minnesota 55402

LINDA C. SULLIVAN
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 29, 1985

ID. 1194-04-21

Pac. 30

4/8/82

WIS DAT

12 P 11 1982

OFFICE OF REGISTER OF DEEDS
DOUGLAS COUNTY, WISCONSIN
Received by Record Room
day of April A. D. 1982
at 4:30 o'clock P. M. and
Recorded in Volume 411
Page 639
John J. Kelly
Register

572789

STATE OF WISCONSIN) ss.
Department of State
Received this 2 day of
Aug A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of RRM
on page 170-171
John P. Sullivan
Secretary of State

Form 2600-A

Res. Dated
Authorization No. January 21, 1974

DEED NO. 82591

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of TWO THOUSAND THREE HUNDRED AND NO/100-----

-----DOLLARS
(\$ 2,300.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

of
GRANTEE, all interest in the following described real estate situated in the
of _____, County of Sawyer, and the State of Wisconsin

to wit: All that part of a strip or parcel of land in the Northwest Quarter of the Southeast Quarter, Section 22, Township 41 North, Range 9 West presently laid out as railroad right-of-way by the Chicago and North Western Transportation Company lying between the following described reference line of S.T.H. 77 and lines parallel to and 100 feet Northeasterly and 100 feet Southwesterly of such reference line.

Commencing at the Southeast one-sixteenth corner of said Section 22;

Thence North 43°40'18" East, 227.49' to the said reference line;

Thence North 46°19'42" West, 931.23' along said reference line to the Southeasterly right-of-way line of said railroad and the point of beginning;

Thence continue North 46°19'42" West, 100.52' to the Northwesterly right-of-way line of said railroad;

Thence continue North 46°19'42" West, 235.84' to the centerline of U.S.H. 63.

Said parcel contains 0.46 acres, more or less.

Also, all existing, future or potential common law or statutory easements or rights of access between the right-of-way of the highway, currently designated as S.T.H. 77, and all of the Grantor's real property abutting said described lands in said Northwest Quarter of the Southeast Quarter, Section 22, whether acquired by separate conveyance or otherwise.

Subject to any utilities now located on said real estate.

DATED this 14th day of January, 1982.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

Donna Gargano
Donna Gargano
Robin Bourne-Caris
Robin Bourne-Caris

By Robert W. Mickey, Vice President
Attest Joan A. Schramm, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606

VOL 341 PG 23

PROTECT 8520-01-23 P. 1/1

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 14th day of January, 1982.



Richard S. Kennerley
Notary Public, in and for the County of Cook, in the State of Illinois.
Richard S. Kennerley

STATE OF WISCONSIN }
Department of State } ss.
Received this 2 day of Aug. A. D. 1982 at 2 o'clock P.M. and recorded in Vol. 52 of R.R.M. on page 172-173.
Secretary of State

No. 133254
QUIT-CLAIM DEED
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
TO
State of Wisconsin }
County of Sangamon } ss.
This instrument was filed for record in the Office, in and for said County, on the 7th day of July, A.D. 1982 at 8:10 o'clock A.M. and recorded in Vol 341 of Records on page 23-24 thereof.
E. John Jenkins
VOL 341 PG 24

Res. Dated
January 21, 1974
(STATE OF WISCONSIN)

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, That Manufacturers Hanover Trust Company, a corporation of the State of New York (hereinafter referred to as "Trustee"), which as the result of merger of The Hanover Bank (formerly Central Union Trust Company of New York and Central Hanover Bank and Trust Company) into Manufacturers Trust Company under the name Manufacturers Hanover Trust Company became and is now the duly constituted and acting Trustee under that certain mortgage or deed of trust dated May 1, 1929, between Chicago, Saint Paul, Minneapolis and Omaha Railway Company, a corporation of the State of Wisconsin, and Central Union Trust Company of New York, a corporation of the State of New York, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), which said mortgage or deed of trust is duly recorded in the office of the Secretary of State of the State of Wisconsin on May 13, 1929, in Volume 27 of Railroad Mortgages, on Pages 369 to 424, inclusive, as supplemented and amended.

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby confessed, does hereby REMISE, RELEASE, CONVEY and QUITCLAIM to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

all right, title, interest, claim and demand whatsoever which said Trustee may have acquired in, through or by said Mortgage or deed of trust dated May 1, 1929, as supplemented and amended, in and to the property situated in the County of Sawyer, and the State of Wisconsin,

and described as follows, to wit:

All that part of a strip or parcel of land in the Northwest Quarter of the Southeast Quarter, Section 22, Township 41 North, Range 9 West presently laid out as railroad right-of-way by the Chicago and North Western Transportation Company lying between the following described reference line of S.T.H. 77 and lines parallel to and 100 feet Northeasterly and 100 feet Southwesterly of such reference line.

Commencing at the Southeast one-sixteenth corner of said Section 22;

Thence North 43°40'18" East, 227.49' to the said reference line;

Thence North 46°19'42" West, 931.23' along said reference line to the Southeasterly right-of-way line of said railroad and the point of beginning;

Thence continue North 46°19'42" West, 100.52' to the Northwesterly right-of-way line of said railroad;

Thence continue North 46°19'42" West, 235.84' to the centerline of U.S.H. 63.

Said parcel contains 0.46 acres, more or less.

Also, all existing, future or potential common law or statutory easements or rights of access between the right-of-way of the highway, currently designated as S.T.H. 77, and all of the Grantor's real property abutting said described lands in said Northwest Quarter of the Southeast Quarter, Section 22, whether acquired by separate conveyance or otherwise.

This release is executed upon the written request of Chicago and North Western Transportation Company, approved by resolution of its Board of Directors, in pursuance of the power and authority vested in said Trustee by the provisions of Section 1 of Article Nine of said mortgage, as supplemented and amended, said Company having sold and conveyed the property so released to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

and upon proper certificate that the said property hereinbefore described is no longer of use in the operation of any of its mortgaged lines of railway; that the continuity of its lines of railway is not and will not thereby be broken; and that it is no longer necessary or expedient to retain the same for the operation, maintenance or use of such lines of railway or for use in the business of the Company.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company has caused these presents to be executed in its corporate name by its ASSISTANT Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 14th day of May, 1982

MANUFACTURERS HANOVER TRUST COMPANY

By [Signature]
Its ASSISTANT Vice President

[Signature]
Its Assistant Trust Officer

Signed, Sealed and Delivered
In Presence of:

[Signature]
Harry J. Stengel
[Signature]
M.L. STEVENSON

183253

Register's Office
Sawyer County }
Received for record the 2nd day of
July A.D. 1982 at 8 o'clock
P.M. and recorded in vol. 341
of Registry on page 20-22
[Signature]
Register
Dugway

Form RED - 15

STATE OF NEW YORK)
CITY AND) SS.
COUNTY OF NEW YORK)

I, PETER FERRERI, a Notary Public in and for said City and County of New York, in the State of New York, do hereby certify that JOHN GENERALE and T.C. MONAHAN, personally known to me to be, respectively, ASSISTANT Vice President and Assistant Trust Officer of Manufacturers Hanover Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT Vice President and Assistant Trust Officer, appeared before me this day in person and severally acknowledged that they as such ASSISTANT Vice President and Assistant Trust Officer, respectively, signed, sealed and delivered the said instrument as the free and voluntary act of Manufacturers Hanover Trust Company, pursuant to authority given by the Board of Directors of said Company, for the uses and purposes therein set forth, and I further certify that I know the seal affixed to said instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this 17th day of May A.D. Nineteen Hundred and Eighty-two.

[Signature]

STATE OF WISCONSIN }
Department of State } ss.
Notary Public, State of New York
No. 41-6278425
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1984

Received this 2 day of Aug A.D. 1982 at 2 o'clock P.M. and recorded in Vol. 52 of RRM on page 174-176

[Signature]
Secretary of State



This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

HEMCO (1/73)

Res. Dated
January 21, 1974
(STATE OF WISCONSIN)

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST CHEMCO, INC., a Wisconsin corporation (formerly named Chicago and North Western Railway Company and hereinafter referred to as 'Mortgagee'), Mortgagee under an Indenture of Mortgage and Security Agreement dated as of June 1, 1972, between Chicago and North Western Transportation Company, a Delaware corporation, and Chicago and North Western Railway Company, a Wisconsin corporation, recorded in the office of the Secretary of State of the State of Wisconsin, on June 6, 1972, in Volume 50 of RRM, on Pages 32-49.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES-----

all of the right, title and interest and every claim and demand whatsoever which said Mortgagee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Security Agreement, in and to the property situated in the County of Sawyer, and the State of Wisconsin,

and described as follows, to wit:

All that part of a strip or parcel of land in the Northwest Quarter of the Southeast Quarter, Section 22, Township 41 North, Range 9 West presently laid out as railroad right-of-way by the Chicago and North Western Transportation Company lying between the following described reference line of S.T.H. 77 and lines parallel to and 100 feet Northeasterly and 100 feet Southwesterly of such reference line.

Commencing at the Southeast one-sixteenth corner of said Section 22;

Thence North 43°40'18" East, 227.49' to the said reference line;

Thence North 46°19'42" West, 931.23' along said reference line to the Southeasterly right-of-way line of said railroad and the point of beginning;

Thence continue North 46°19'42" West, 100.52' to the Northwesterly right-of-way line of said railroad;

Thence continue North 46°19'42" West, 235.84' to the centerline of U.S.H. 63.

Said parcel contains 0.46 acres, more or less.

Also, all existing, future or potential common law or statutory easements or rights of access between the right-of-way of the highway, currently designated as S.T.H. 77, and all of the Grantor's real property abutting said described lands in said Northwest Quarter of the Southeast Quarter, Section 22, whether acquired by separate conveyance or otherwise.

Register's Office } 183252
Sawyer County }
Received for record the 7th day of July A.D. 1982 at 3 o'clock P.M. and recorded in Vol. 341 of Records on page 18-19
[Signature]
Register
Deputy

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this deed of release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 4th day of June A.D., Nineteen Hundred and Eighty-two.

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS
OF NORTHWEST CHEMCO, INC.

Gordon McKea
Patrick J. Moran

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By *B. J. Hill* VICE PRESIDENT
ATTEST: *Pat J. Hill* SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that BERNARD FIRESTONE and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th day of June A.D., Nineteen Hundred and Eighty-two.

Ellis A. Brock
ELLIS A. BROCK NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

My Commission as such Notary Public Expires: OCT 23 1985



This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

Page 2 of 2 Pages

Project 8520-1-23 Parcel #1

VOL 341 PG 19

STATE OF WISCONSIN
Department of State } ss.
Received this 2 day of
Aug A. D. 19 82 at 2
o'clock P.M. and recorded in Vol.
2 of RRM
on page 177-178

269809

LINCOLN COUNTY, WIS.

Received for Record the 3
day of Aug A. D. 19 82
10:30 o'clock A.M. and Recorded in
Vol. 382 of RECORDS on page 87
Alam. Wickstrom
REGISTER OF DEEDS

EASEMENT

This indenture, made by Marinette, Tomahawk and Western Railroad Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, hereby conveys to the Wisconsin Department of Transportation, Division of Highways and Transportation Facilities grantee, for the sum of Five Hundred and no/100 (\$500.00) Dollars.

An EASEMENT FOR HIGHWAY PURPOSES, as long as so used, including the right to preserve, protect and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in Lincoln County, Wisconsin, namely:

A parcel of land in the Northeast one-quarter of the Northeast one-quarter of Section 35, and in the Northwest one-quarter of the Northwest one-quarter of Section 36, Township 35 North, Range 6 East thereof;

Said parcel includes all land of the owner contained within the following described traverse:

Beginning at a 4-inch by 4-inch concrete monument and iron pipe marking the east quarter corner of Section 35; Thence west along the east-west quarter line of Section 35, 78 feet, more or less, to a point; Thence North 5°57'28" West, 326 feet, more or less, to a point; Thence North 12°11'57" West, 561.09 feet to a point; Thence North 8°37'22" West, 600.01 feet to a point; Thence North 0°28'03" East, 126.59 feet to a point; Thence North 8°37'22" West, 1,066 feet, more or less, to a point on the north line of Section 35; Thence east along the north line of Section 35, 421 feet, more or less, to a 4-inch by 4-inch concrete monument and cedar post marking the northwest corner of Section 36; Thence east along the north line of Section 36, 25 feet, more or less, to a point; Thence South 7°49'23" East, 886 feet, more or less, to a point; Thence South 13°01'03" East, 110.45 feet to a point; Thence South 7°49'23" East, 540.0 feet to a point; Thence South 2°06'12" West, 203.04 feet to a point; Thence South 9°22'57" East, 953 feet, more or less, to a point on the east-west quarter line of Section 36; Thence west along the east-west quarter line, 327 feet, more or less, to the point of beginning.

Said parcel contains 1.05 acres, more or less.

Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair, and renew such of its facilities as are now or such additional railroad facilities, as in the future may be located over, upon or across the real estate above described for any and all purposes not inconsistent with the use thereof for highway purposes.

The above easement shall run with the land and be binding on both parties herein, their heirs, executors, administrators and assigns and is subject to any and all public or private utilities now located on the above described real estate.

50 200 607

The owner shall have no right of access to the travelled way of the highway to be constructed across the lands herein described except that which is in common with the traveling public generally. Access shall be permitted across the highway for railroad and railroad maintenance operations as long as the railroad crossing exists.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by J. C. Ormond, its Vice-president, at Tomahawk, Wisconsin, this 24th day of June, A.D., 1982.

MARINETTE, TOMAHAWK AND WESTERN RAILROAD COMPANY
BY: J. C. Ormond, Vice-president

STATE OF WISCONSIN)
LINCOLN COUNTY) SS

Personally came before me this 24th day of June, A.D., 1982, J. C. Ormond, Vice-president of the above-named corporation, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

R. L. Bodin
Notary Public, Lincoln Co. Wisc.
MY COMMISSION: Expires Jan 24, 1985
Negotiated by _____

This instrument was drafted by:
KORTH, RODD, MOUW, JOHNSON & MUSTACCI, S.C. (JAJ)
P. O. Box 757
First National Bank Bldg.
Rhineland, Wisconsin 54501
Per Description Provided

STATE OF WISCONSIN)
Department of State) SS.
Received this 2 day of
Aug. A. D. 19.82 at 13
o'clock P.M. and recorded in Vol.
52 of RRM
on page 179-180
[Signature]
Secretary of State

Project ID 1173-03-42-50

Parcel No. 60

234304

PARTIAL RELEASE

THIS INDENTURE made this 5th day of January 1982, by and among BANKERS TRUST COMPANY (successor to The Mercantile Trust Company), a corporation organized under the laws of the State of New York, as trustee, part of the first part, CITIBANK, N.A. (successor by merger to First National City Trust Company), a national banking association, as trustee, party of the second part, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, as trustee, party of the third part, and BURLINGTON NORTHERN RAILROAD COMPANY (successor by merger to Northern Pacific Railway Company), a corporation organized under the laws of the State of Delaware, party of the fourth part, WITNESSETH:

WHEREAS, the property described in Exhibit "A" attached hereto and by this reference made a part hereof is subject to the lien of those certain mortgages made by the Northern Pacific Railway Company, as follows:

- To The Mercantile Trust Company, Trustee, dated November 10, 1896, of which mortgage Bankers Trust Company, party of the first part, is successor trustee, known as the Prior Lien Mortgage of Northern Pacific Railway Company.
- To The Farmers' Loan and Trust Company, Trustee, dated November 10, 1896, of which mortgage Citibank, N.A., party of the second part, is trustee, known as the General Lien Mortgage of Northern Pacific Railway Company. On June 28, 1929, The Farmers' Loan and Trust Company, a New York corporation, became known as City Bank Farmers Trust Company, and at the close of business on January 30, 1959, said corporation was converted into a national banking association under the title "First National City Trust Company". Said First National City Trust Company as of the close of business on January 15, 1963, was merged with First National City Bank, a national banking association, and on March 1, 1976, First National City Bank became known as Citibank, N.A.

WHEREAS, the property described in said Exhibit "A" is also subject to the lien of that certain mortgage known as the Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, made by Burlington Northern Inc. to Bartlett Ford (successor to Jacob M. Ford II), as an individual trustee, and to Morgan Guaranty Trust Company of New York, as corporate trustee, party of the third part, and

WHEREAS, said mortgages were filed for record in the office of the Register of Deeds, County of Carlton, State of Minnesota, as a real estate mortgage, as follows:

Mortgage	Book	Page	Document No.
Prior Lien	J. of Mortgages	327-434	185799
General Lien	J. of Mortgages	437-545	
Consolidated			

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as a real estate mortgage, as follows:

Mortgage	Book	Page
Prior Lien	11 R.R. Mtgs. & Trust Deeds	87-166 incl.
General Lien	11 R.R. Mtgs. & Trust Deeds	167-240 incl.
Consolidated	Railroad Mortgages	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Northern Pacific Railway Company, the mortgagor named in said Prior Lien

Mortgage and in said General Lien Mortgage, was merged into and with Great Northern Pacific & Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc. on March 2, 1970, and

WHEREAS, by two Indentures, both dated March 2, 1970, one supplemental to said Prior Lien Mortgage and the other supplemental to said General Lien Mortgage, Burlington Northern Inc. assumed and agreed to be bound by all the covenants and conditions of the said Prior Lien Mortgage and said General Lien Mortgage therein agreed to be kept and performed by Northern Pacific Railway Company and succeeded to and was substituted for Northern Pacific Railway Company in said mortgages, and

WHEREAS, subsequent to name change of Burlington Northern Inc., to Burlington Northern Railroad Company on May 14, 1981, by those Supplemental Indentures each dated May 14, 1981, Burlington Northern Railroad Company has assumed and agreed to be bound by all of the covenants of said Prior Lien Mortgage, said General Lien Mortgage and said Consolidated Mortgage and supplements thereto, and

WHEREAS, Burlington Northern Railroad Company, duly and in accordance with the provisions of said three mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Bankers Trust Company, Trustee of said Prior Lien Mortgage, party of the first part, Citibank, N.A., Trustee of said General Lien Mortgage, party of the second part, and Morgan Guaranty Trust Company of New York, Trustee of said Consolidated Mortgage, party of the third part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate between Wrenshall, County of Carlton, State of Minnesota, and Superior, County of Douglas, State of Wisconsin,

more fully described in said Exhibit "A" hereto attached.

TO HAVE AND TO HOLD said property unto said party of the fourth part, its successors and assigns, free and clear and discharged of and from all liens and claims under said mortgages.

The recitals made herein are to be taken only as recitals made by Burlington Northern Railroad Company and not by any of the mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit "A" are intended to be for the benefit of the mortgage trustees as well as Burlington Northern Railroad Company and the liens of the aforesaid mortgages on the rights and interests so reserved and excepted, if any, are not released, and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgages on any of the properties covered by them respectively which are not hereby specifically released. This release is executed by said mortgage trustees without covenants or warranties, either expressed or implied, and shall be without recourse against such trustees or any of them in any even whatsoever.

IN WITNESS WHEREOF, said mortgage trustees have caused this indenture to be signed and acknowledged or approved by their respective Presidents, Vice Presidents, Assistant Vice Presidents, Senior Trust Officers or Trust Officers, and have caused their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective Assistant Vice Presidents, Secretaries or Assistant Secretaries, or Trust Officers, all as of the day and year first above written.

Signed, sealed and delivered on behalf of Bankers Trust Company, as Trustee, in presence of:

BANKERS TRUST COMPANY, as Trustee,

By [Signature] **W. E. KLUGMAN**
Vice President

ATTEST:

[Signature]
HARRIS L. DRANDOFF
Assistant Secretary

[Signature]
R. Hunter
[Signature]
MARK G. HIRSHAN

Signed, sealed and delivered on behalf of Citibank, N.A., as Trustee, in presence of:

CITIBANK, N.A., as Trustee,

By [Signature]
Senior Trust Officer
RAEHL E. JOHNSON

ATTEST:

[Signature]
Trust Officer
ENZO L. CARBOCCI

[Signature]
R. Balekdjian
[Signature]
R. T. KIRCHNER

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee,

By [Signature]
Trust Officer

M. P. Kowalowski

ATTEST:

[Signature]
Assistant Secretary
J. M. Gaudioso

[Signature]
Deborah Coupe
[Signature]
Connie Azzaretto

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 5th day of January, in the year 1982, before me, Judith A. Fox, a notary public, personally appeared [Signature] to me known to be a [Signature] Vice President of Bankers Trust Company, one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said [Signature] acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 5th day of January, 1982.

Judith A. Fox
Notary Public
City, County and State of New York
My commission expires: [Date]

JUDITH A. FOX
Notary Public, State of New York
No. 01 FO 472553
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1982

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 29th day of January, in the year 1982, before me, DANIEL C. BROWN, JR., a notary public, personally appeared RALPH E. JOHNSON, to me known to be a Senior Trust Officer of Citibank, N.A., one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 29th day of January, 1982.

Daniel C. Brown, Jr.
Notary Public
City, County and State of New York
My commission expires:
DANIEL C. BROWN, JR.
Notary Public, State of New York
No. 41-4644153
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1983

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 3rd day of February, in the year 1982, before me, Harold Robinson, a notary public, personally appeared M. P. Kowalewski, to me known to be a Trust Officer of Morgan Guaranty Trust Company of New York, one of the corporations which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said M. P. Kowalewski acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 3rd day of February, 1982.

Harold Robinson
Notary Public
City, County and State of New York
My commission expires:
HAROLD ROBINSON
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-4731138
Commission Expires March 30, 1982

BN 3904

Wrenshall, Minnesota to Superior, Wisconsin - Sale of former NP discontinued right of way in Carlton County, Minnesota, and Douglas County, Wisconsin, to State of Minnesota, et al.

EXHIBIT "A"

BN 3904-1

All that part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin, described as follows:

Commencing at the intersection of Burlington Northern Inc.'s Ashland, Wisconsin to Carlton, Minnesota track center line and the intersection of the Duluth Missabe and Iron Range Railway Company's Duluth, Minnesota to South Itasca, Wisconsin track center line; thence Northeasterly along said track center line of Burlington Northern Inc. to a point distant 50 feet Northeasterly, measured at right angles, of said Duluth Missabe and Iron Range Railway Company's track center line and the true point of beginning; thence Northwesterly, parallel with said Duluth Missabe and Iron Range Railway Company's track center line to a point distant 50 feet Northwesterly, measured at right angles, of said Burlington Northern Inc.'s track center line; thence Southwesterly, parallel with said Burlington Northern Inc.'s track center line to a point distant 50 feet Southwesterly, measured at right angles, of said Duluth Missabe and Iron Range Railway Company's track center line; thence Southeasterly, parallel with said Duluth Missabe and Iron Range Railway Company's track center line to a point distant 50 feet Southeasterly, measured at right angles, of said Burlington Northern Inc.'s track center line; thence Northeasterly, parallel with said Burlington Northern Inc.'s track center line to a point distant 50 feet Northeasterly, measured at right angles, of said Duluth Missabe and Iron Range Railway Company's track center line; thence Northwesterly, parallel with said Duluth Missabe and Iron Range Railway Company's track center line to the point of beginning.

BN 3904-2

In Township 48 North, Range 14 West of the Fourth Principal Meridian:

All of the 100-foot wide right of way, being 50 feet wide on each side of the track center line of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, now removed, lying within the Southwest Quarter (SW1/4) and the East Half (E1/2) of Section 18, the North Half (N1/2) of Section 17, the South Half (S1/2) and the Northeast Quarter (NE1/4) of Section 9 and the Northwest Quarter (NW1/4) of Section 10, lying Southwesterly of the Southwesterly right of way line of Burlington Northern Inc.'s 100-foot wide St. Paul to Duluth, Minnesota main track right of way.

Excepting, therefrom, a strip of land 100 feet in width, being 50 feet wide on each side of the track center line of the Interstate Transfer Railway which crosses the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 48 North, Range 14 West, Douglas County, Wisconsin in a Northwesterly and Southeasterly direction.

In Township 48 North, Range 15 West of the Fourth Principal Meridian:

All of the 100-foot wide right of way, being 50 feet wide on each side of the track center line of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, now removed, lying within the South Half (S1/2) of Section 13, the North Half (N1/2) of Section 24, the Northeast Quarter (NE1/4) and the South Half (S1/2) of Section 23, the South Half (S1/2) of Section 22, the Northwest Quarter (NW1/4) of Section 27, the North Half (N1/2) and the Southwest Quarter (SW1/4) of Section 28, the Southeast Quarter (SE1/4) of Section 29, the North Half (N1/2) of Section 32 and Lot 2 of Section 31.

Excepting, therefrom, a strip of land 100 feet in width, being 50 feet wide on each side of the track center line of Burlington Northern Inc.'s Duluth to Cass Lake, Minnesota main track as it crosses Lot 2 of Section 31, Township 48 North, Range 15 West of the Fourth Principal Meridian, Douglas County, Wisconsin in a Northeasterly and Southwesterly direction.

All of the 80-foot wide right of way, being 40 feet wide on each side of the track center line of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, now removed, lying within the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 8, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin.

A strip of land 100 feet in width lying between two lines distant 50 feet and 150 feet Northerly and parallel with the track center line of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, now removed, as it crosses the Northwest Quarter (NW1/4) of Section 27, the North Half (N1/2) and the Southwest Quarter (SW1/4) of Section 28, the Southeast Quarter (SE1/4) of Section 29, the North Half (N1/2) of Section 32 and Lot 2 of Section 31, all in Township 48 North, Range 15 West of the Fourth Principal Meridian, Douglas County, Wisconsin.

Excepting, therefrom, a strip of land 100 feet in width, being 50 feet wide on each side of the track center line of Burlington Northern Inc.'s Duluth to Cass Lake, Minnesota main track as it crosses Lot 2 of Section 31, Township 48 North, Range 15 West of the Fourth Principal Meridian, Douglas County, Wisconsin in a Northeasterly and Southwesterly direction.

A strip of land 75 feet in width lying between two lines distant 50 feet and 125 feet Southeasterly and parallel with the track center line of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, now removed, lying Northeasterly of a line drawn at right angles to said track center line, distant 900 feet, measured along said track center line and Southwesterly of the East line of the Northeast Quarter (NE1/4) of Section 9, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin.

A strip of land 200 feet wide on the Northerly side and a strip of land 600 feet wide on the South side of Burlington Northern Inc.'s 100-foot wide right of way across the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 10, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin.

Excepting from the above described parcel, that portion of the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 10, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin lying Westerly of a line drawn parallel with and distant 83 feet, measured at right angles, Easterly of the West line of said West Half of the Northwest Quarter (W1/2 NW1/4) of Section 10 and Northerly of the 100-foot wide Northerly right of way line of Burlington Northern Inc. as it crosses said West Half of the Northwest Quarter (W1/2 NW1/4) of Section 10.

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 32, Township 48 North, Range 15 West of the Fourth Principal Meridian, Douglas County, Wisconsin lying Northwesterly of a line drawn parallel with and distant 150 feet Northerly of the track center line of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, now removed.

Lot "C", Andrew's Addition to South Superior, according to the recorded plat or plats thereof on file and of record in the office of the Register of Deeds in and for Douglas County, Wisconsin; and,

All of Blocks 4 and 5 of Davies Division of South Superior, according to the recorded plat thereof.

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 10, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin lying Northerly of a line drawn parallel with and distant 650 feet Southerly of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, as originally constructed and Westerly of a line distant 1,333.4 feet measured along the track center line of said branch line, Easterly of the West line of said Section 10.

A strip of land 17 feet wide, being 8.5 feet wide on each side of the spur track center line lying within Lot A, Davies Division of South Superior, Douglas County, Wisconsin.

That part of the East Half of the Northwest Quarter (E1/2 NW1/4) of Section 10, Township 48 North, Range 14 West of the Fourth Principal Meridian, Douglas County, Wisconsin lying Southerly of the center line of 64th Street in the City of South Superior, Wisconsin, according to the recorded plat thereof, Northwesterly of a line drawn parallel with and distant 30 feet Northwesterly of the track center line of Burlington Northern Inc.'s Wrenshall, Minnesota to Superior, Wisconsin Branch Line, now removed, and Southeasterly of a line drawn parallel and concentric with, distant 15 feet Northwesterly of the connecting track of said branch line and the track center line of Burlington Northern Inc.'s St. Paul to Duluth, Minnesota main track.

All lying and being situate in Douglas County, Wisconsin.

BN 3904-3

In Township 48 North, Range 16 West of the Fourth Principal Meridian, Carlton County, Minnesota.

A strip of land 100 feet wide, being 50 feet in width on each side of the center line of the former Northern Pacific Railway Company (now Burlington Northern Inc.) main track through, over and across the North Half of the Northeast Quarter (N1/2 NE1/4) and the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 34 and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 35, as now located and established over and across said Sections 34 and 35; also,

A strip of land 200 feet wide, being 100 feet in width on each side of the center line of the former Northern Pacific Railway Company (now Burlington Northern Inc.) main track through, over and across the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 28 and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 35, as now located and established over and across said Sections 28 and 35; SUBJECT TO Easement dated September 15, 1961 granted to the County of Carlton, State of Minnesota in said Section 28 and to Easement dated January 24, 1936 granted to the State of Minnesota for Trunk Highway #23 in said Section 35, both granted by the Northern Pacific Railway Company, predecessor in interest by merger to Burlington Northern Inc.

In Township 48 North, Range 15 West of the Fourth Principal Meridian, Carlton County, Minnesota.

A strip of land 100 feet in width, being 50 feet in width on each side of the center line of the former Northern Pacific Railway Company (now Burlington Northern Inc.) main track through, over and across the South Half of the Northwest Quarter (S1/2 NW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 31 and that portion of said South Half of the Northwest Quarter

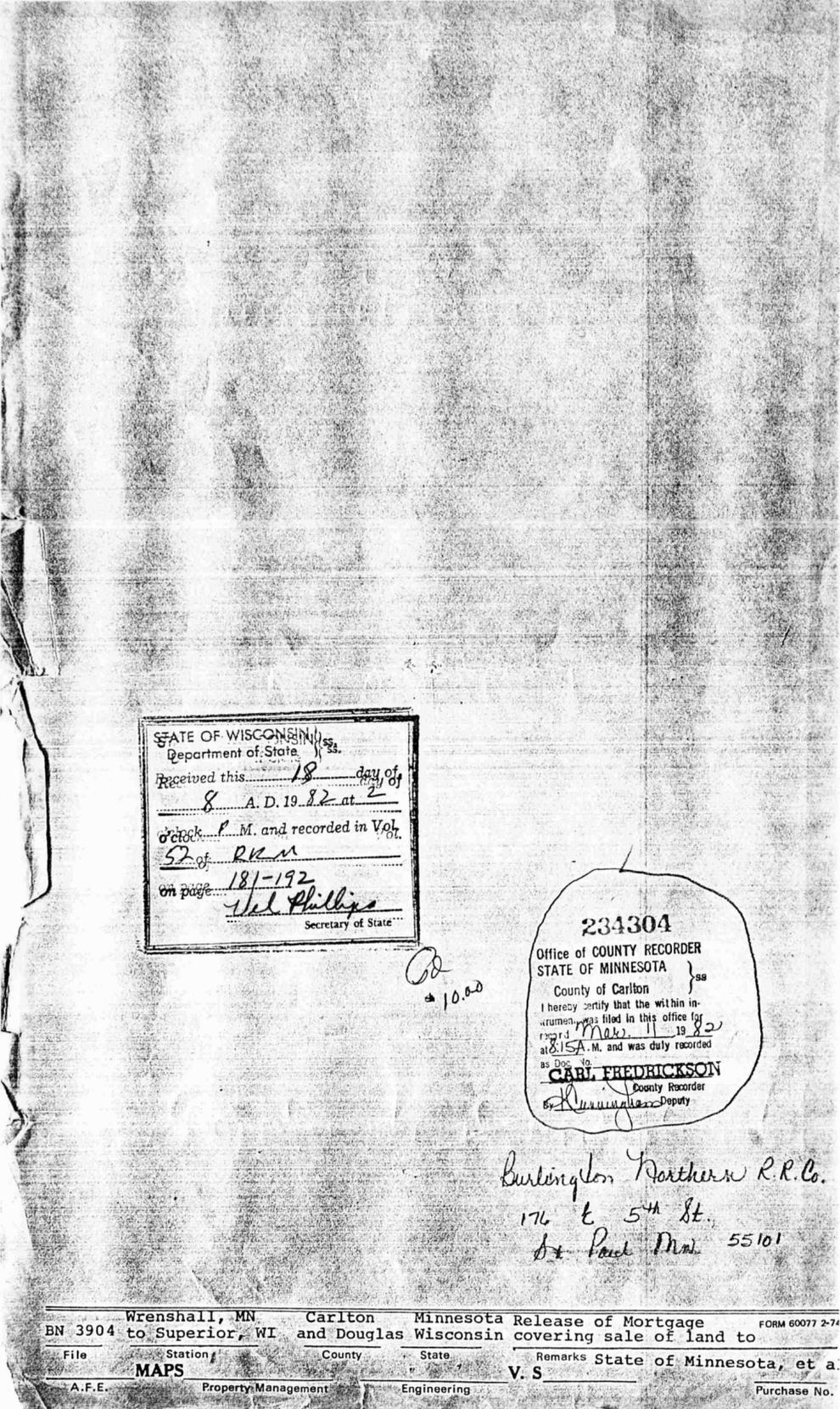
(S1/2 NW1/4) lying Southerly of a line drawn parallel with and 50 feet Northerly of the Northernmost track of Burlington Northern Inc. and Northerly of a line drawn parallel with and 50 feet Northerly of said main track center line, as now located and established over and across said Section 31.

In Township 48 North, Range 16 West of the Fourth Principal Meridian, Carlton County, Minnesota.

A strip of land 100 feet in width, being 50 feet in width on each side of the center line of the former Northern Pacific Railway Company (now Burlington Northern Inc.) main track through, over and across the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) and the Southwest Quarter (SW1/4) of Section 27, the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 28, the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 35 and the Northwest Quarter (NW1/4) and the West Half of the Northeast Quarter (W1/2 NE1/4) of Section 36, as now located and established over and across said Sections 27, 28, 35 and 36; SUBJECT TO Easement dated September 15, 1961 granted to the County of Carlton, Minnesota in said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 28; also,

A strip of land 150 feet in width, being 50 feet in width on the Northerly side of the main track center line and 100 feet in width on the Southerly side of the main track center line of the former Northern Pacific Railway Company (now Burlington Northern Inc.) as it passes through, over and across the South Half of the Southeast Quarter of the Northeast Quarter (S1/2 SE1/4 NE1/4) and the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE1/4 NE1/4 SE1/4) of Section 36, as now located and established over and across said Section 36; also,

A strip of land 200 feet in width, being 100 feet in width on each side of the center line of the former Northern Pacific Railway Company (now Burlington Northern Inc.) main track through, over and across the Easterly 300 feet, more or less, measured along said track center line, of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 28, lying between Railway Station 1230+34 and the Easterly line of said Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 28.



STATE OF WISCONSIN
 Department of State
 Received this 18 day of
8 A. D. 1982 at 2
 o'clock P. M. and recorded in Vol.
52 of R.M.
 on page 181-192
Val Phillips
 Secretary of State

10.00

234304
 Office of COUNTY RECORDER
 STATE OF MINNESOTA
 County of Carlton }
 I hereby certify that the within in-
 strument was filed in this office for
 record Mon. 11 1982
 at 8:15 A.M. and was duly recorded
 as Doc. No. 341
CARL FREDRICKSON
 County Recorder
By [Signature] Deputy

*Burlington Northern R.R. Co.
 176 E 5th St.
 St. Paul Minn. 55101*

Wrenshall, MN. Carlton Minnesota Release of Mortgage
 BN 3904 to Superior, WI and Douglas Wisconsin covering sale of land to
 File Station County State Remarks State of Minnesota, et a.
 MAPS V. S.
 A.F.E. Property Management Engineering Purchase No.

980030

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

428348 EASTERN DIVISION

J 5490 1 33

Name of Presiding Judge, Honorable THOMAS R. McMILLEN

RECORDED

Cause No. 77 B 8999 VOL 500 PAGE 681 Date 6-18-82

1072 1M42

Title of Cause Richard B. Orilvie, Trustee of the Property of the Chicago, I. & N. W. Ry. Co., et al. Debtor

Milwaukee, St. Paul and Pacific Railroad Company, Debtor

Brief Statement of Motion Application of the Trustee for Authority to Sell the Green Bay, Wis.

Iron Mountain Line in Brown, Oconto and Marinette Counties, Wisconsin and Dickinson County, Michigan and for Approval of Related

Agreements (Escanaba & Lake Superior Railroad Company, or Nominee)

The rules of this court require counsel to furnish the names of all parties entitled to notice of the entry of an order and the names and addresses of their attorneys. Please do this immediately below (separate lists may be appended).

Names and Addresses of moving counsel Robert H. Wheeler, IL&B, One First National Plaza,

Chicago, Illinois 60603

Representing Trustee

Names and Addresses of other counsel See Official Service List and Attached

333222

REGISTER'S OFFICE, Oconto Co., Wis. RECEIVED FOR RECORD THE 13th DAY OF July A. D. 1982 AT 9 O'CLOCK A. M. ADDRESS RECEIVED IN VOL. 500 OF RECORDS PAGE 681

Joyce B. Becking REGISTRAR DEPUTY 10, Dec

Reserve space below for notations by minute clerk

McMillen

Enter order No. 584: that the Trustee is authorized to sell the Green Bay to Iron Mountain Line in Brown, Oconto and Marinette Counties, Wisconsin and Dickinson County, Michigan. (DRAFT)

Hand this memorandum to the Clerk. Counsel will not rise to address the Court until motion has been called.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JMT 1072 IM 43

IN THE MATTER OF)	In Proceedings for the
)	Reorganization of a
CHICAGO, MILWAUKEE, ST. PAUL)	Railroad
AND PACIFIC RAILROAD COMPANY,)	
)	
Debtor.)	No. 77 B 8999
)	
)	Thomas R. McMillen, Judge

ORDER NO. 584

Upon consideration of the "Application of the Trustee for Authority to Sell the Green Bay to Iron Mountain Line in Brown, Oconto and Marinette Counties, Wisconsin and Dickinson County, Michigan and for Approval of Related Agreements (Escanaba & Lake Superior Railroad Company, or Nominee)", dated May 5, 1982, IT IS ORDERED that:

- (1) the Purchase and Sale Agreement dated April 26, 1982 between the Trustee and Escanaba & Lake Superior Railroad Company ("E&LS") is approved;
- (2) the Trustee is authorized to sell and convey by quitclaim deeds, free of liens and other claims (including applicable mortgage liens and state and local tax liens or claims), his interest in approximately 1,210 acres of the Debtor's abandoned branch line and associated property in Brown, Oconto and Marinette Counties, Wisconsin and Dickinson County, Michigan to E&LS, or its nominee, for a cash consideration of \$2,250,000;
- (3) the rights, claims, liens and interests of the Trustee, the holders of any Trustee's Certificates, the Debtor, the trustees under applicable mortgages, state and local tax agencies, and other

claimants in, upon or against the property authorized to be sold by this Order shall be transferred from such property to the net proceeds from the sale;

JMT 1072 IM 44

(4) the proceeds from the sale, net of all expenses incident or related thereto, shall, until further order of this Court, be deposited and retained in the existing trust account bearing the designation "Real Estate Sales" at the Continental Illinois National Bank and Trust Company of Chicago and shall be invested pursuant to Order No. 536 in accordance with instructions from the Trustee or a person designated by him;

(5) the Trackage Rights Agreement dated April 26, 1982 between the Trustee and E&LS is approved; and

(6) the Car Refund Allowance Agreement dated April 26, 1982 between the Trustee and E&LS is approved.

In accordance with Rule 8-509(a) of the Rules of Bankruptcy Procedure, this Court finds that the foregoing authorization is in the best interest of the Debtor's estate and ultimate reorganization.

Thomas R. McMillen
 Thomas R. McMillen
 District Judge

Dated: June 1, 1982

A true copy-Attest
 H. Stuart Cunningham, Clerk
 By *Jacques Branch*
 Deputy Clerk
 U. S. District Court, Northern
 District of Illinois
 Date: JUN 3 1982

BILL OF SALE

Vendor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 584 of said Court entered June 1, 1982, for and in consideration of the sum of \$1,312,011.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby GRANT, BARGAIN, SELL and TRANSFER, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 584, unto NORTHEAST WISCONSIN RAILROAD TRANSPORTATION COMMISSION, Nominee of ESCANABA & LAKE SUPERIOR RAILROAD COMPANY, Vendee, all of Vendor's right, title and interest in and to all trackage, steel, track materials, industrial sidings and bridges in and on the following described real estate, to-wit:

All of Railroad's trackage, steel, track materials, industrial sidings and bridges across its real property commencing at the Southeasterly Line of Lot 88 Fort Howard Military Reservation, Section 22, Township 24 North, Range 20 East, Village of Howard, Brown County, Wisconsin being at or near Railroad Milepost 200 and extending in a northerly direction a distance of approximately 90.6 miles in and through the counties of Brown, Oconto and Marinette, Wisconsin and Dickinson, Michigan and terminating at the junction with the property of the Escanaba & Lake Superior Railroad Company being the northerly lines of Section 1, Township 39 North, Range 31 West and Section 6, Township 39 North, Range 30 West, Dickinson County, Michigan, also being at or near Railroad Milepost 290.6, all of which is more particularly illustrated between the designated termini on right of way maps V.Wis.5, maps 27 through 49 inclusive and V.Mich.1, map 1 and on station maps V.Wis.5-S-28 (Cormier), S-29 (Tremble), S-30 (Sobieski), S-31 (Abrams), S-32 (Oconto Jct.), S-33a (Stiles), S-33-b (Stiles Jct.), S-34 (Lena), S-36 (Coleman) S-37-a (Pound), S-37-b (Beaver), S-39-a (Crivitz), S-39-b (Crivitz), S-40 (Middle Inlet), S-42 (Wausaukee), S-43 (Cedarville), S-44 (Amberg), S-46-a (Holmes Jct.), S-46-b (Pembine).

It is understood that the trackage, steel, track materials, industrial sidings and bridges being sold lie between the designated termini and is identified as portions of Railroad Valuation Sections V.Wis 5 and V.Mich.1. Any personal property illustrated on any of said right of way or station maps not within the designated termini or on a different valuation section, not described in preceding paragraph, such as the south "leg" of the wye at Crivitz on the Railroad's line toward Marinette, Wisconsin, is specifically excluded from this sale.

It is further understood that no interest whatsoever in and to the underlying real property is being conveyed by this Bill of Sale.

IN WITNESS WHEREOF, this instrument is executed by RICHARD B. OGILVIE this JUNE 24 1984.

Richard B. Ogilvie
 RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

WITNESS:
E. J. Jackson Jr.
 For said Trustee

This document was prepared on behalf of RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R. H. Keegan, Real Estate Attorney, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

VOL. 500 PAGE 686

JKT 1072 M47

J 5490 I 38

STATE OF ILLINOIS }
COUNTY OF COOK }

On this JUNE 24 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICHARD B. OGILVIE, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed as Trustee aforesaid.



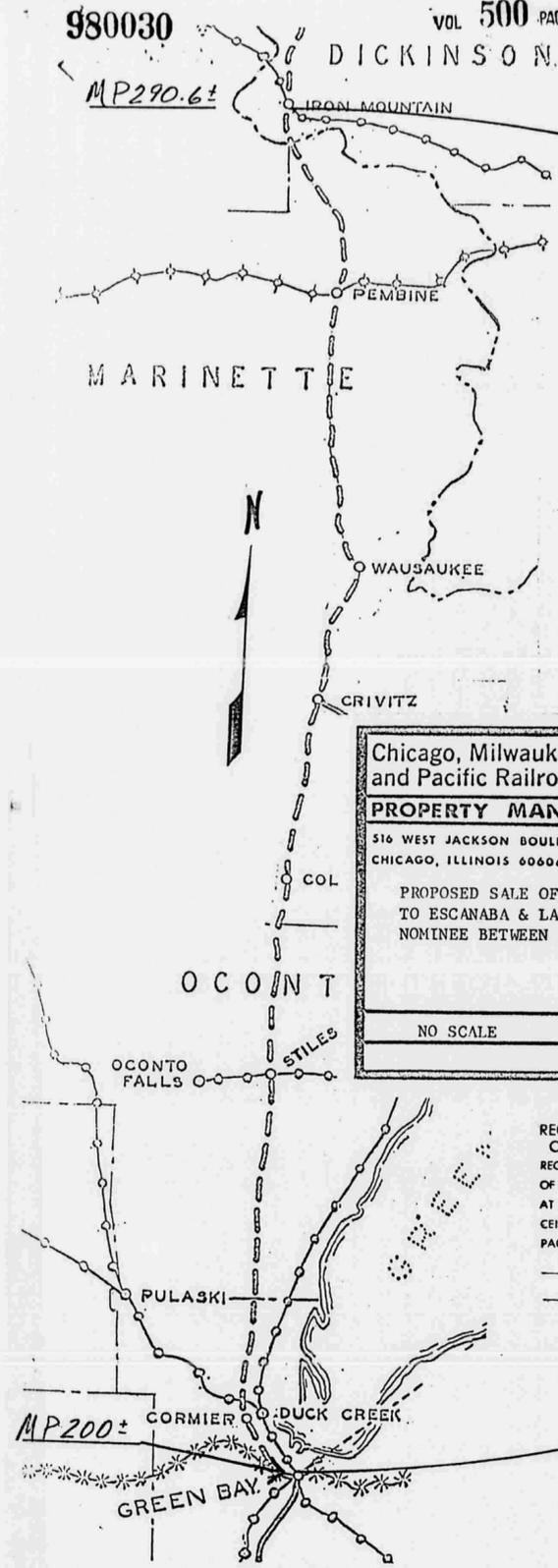
E. G. Tyckoson, Jr.
EDWIN G. TYCKOSON, JR.
Notary Public - Cook County
My Commission Expires Aug. 30, 1984

980030

VOL. 500 PAGE 687

J 5490 I 39

JKT 1072 M48



Map of Marquette County property affected is on file in Register of Deeds vault.

Sale Limits
STATE OF WISCONSIN }
Department of State } ss.
Received this 17 day of 8 A. D. 1982 at 2 o'clock P. M. and recorded in Vol. 52 of REM on page 193-199
John Sheerer
Secretary of State

Chicago, Milwaukee, St. Paul and Pacific Railroad Company
PROPERTY MANAGEMENT DEPARTMENT
510 WEST JACKSON BOULEVARD - ROOM 286
CHICAGO, ILLINOIS 60606
PROPOSED SALE OF TRACKAGE AND BRIDGES (NO REAL ESTATE) TO ESCANABA & LAKE SUPERIOR RAILROAD COMPANY OR ITS NOMINEE BETWEEN GREEN BAY WISCONSIN AND IRON MOUNTAIN MICHIGAN
NO SCALE
MAY 9, 1982

REGISTER'S OFFICE }
Oconto Co., Wis. } ss.
RECEIVED FOR RECORD THE 08 OF 17 A. D., 1982 AT 8 O'CLOCK A. M. AND RECEIVED IN VOL. 52 OF RECORDS PAGE 193 REGISTRAR James Murphy DEPUTY

RECORDED
428348

1982 AUG - 2 PM 1:12

REGISTER OF DEEDS
BROWN COUNTY

JUL - 8 1982

AT 8:01 O'CLOCK A.M.
James Murphy REGISTER OF DEEDS
\$ 11.00

ATTN: James Murphy 16.00



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware, do hereby certify that the attached is a true and correct copy of Certificate of Reduction of Capital filed in this office on May 3, 1982.



Glenn C. Kenton
Glenn C. Kenton, Secretary of State
BY: B. Akers
DATE: August 12, 1982

CERTIFICATE

OF

REDUCTION OF CAPITAL

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That said corporation has redeemed all of the three (3) issued and outstanding shares of its Class T Common Stock as required and at the price required pursuant to Paragraph A(2) of Article 4 of the Certificate of Incorporation of said corporation.

SECOND: That the shares so redeemed have been retired and cancelled by the application to such redemption of the One Hundred Fifty Dollar (\$150.00) amount of capital represented thereby.

THIRD: That the capital of said corporation is hereby reduced by One Hundred Fifty Dollars (\$150.00) which is the amount of capital represented by the shares so redeemed.

FOURTH: The assets of the corporation remaining after such reduction are sufficient to pay any debts of the corporation, the payment of which has not been otherwise provided for.

IN WITNESS WHEREOF, the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY has caused its corporate seal to be hereto affixed and this certificate to be signed by Louis T. Duerinck, its Senior Vice President--Law and Real Estate, and attested by J. S. Edwards, its Assistant Secretary, this 3^d day of May, 1982.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Louis T. Duerinck
Louis T. Duerinck, Senior Vice President--Law and Real Estate

CORPORATE SEAL

ATTEST:

J. S. Edwards
J. S. Edwards, Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)

BE IT REMEMBERED that on this 3rd day of May, 1982, personally came before me, a Notary Public in and for the County and State aforesaid, Louis T. Duerinck, a Senior Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation of the State of Delaware, and he duly executed said certificate before me and acknowledged said certificate to be his act and deed and the act and deed of said corporation and that the facts stated therein are true; and that the seal affixed to said certificate and attested by the Assistant Secretary of said corporation is the common or corporation seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on the day and year aforesaid.

Marcia A. Ravengo
Notary Public

My Commission expires Sept 7, 1983.

STATE OF WISCONSIN }
Department of State } ss.
Received this 23 day of
Aug A. D. 19 82 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 200/207
Will Duerinck
Secretary of State

-2-



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of Retirement of Preferred Shares
filed in this office on May 3, 1982.



Form 130

Glenn C. Kenton
Glenn C. Kenton, Secretary of State
BY: D. Hunsley
DATE: May 13, 1982

CERTIFICATE

OF

REDEMPTION AND RETIREMENT OF SHARES OF
CLASS T COMMON STOCK AND REDUCTION OF CAPITAL

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That said corporation has redeemed all of the three (3) issued and outstanding shares of its Class T Common Stock as required and at the price required pursuant to Paragraph A(2) of Article 4 of the Certificate of Incorporation of said corporation.

SECOND: That the shares so redeemed have been retired and cancelled by the application to such redemption of the One Hundred Fifty Dollar (\$150.00) amount of capital represented thereby.

THIRD: That the capital of said corporation is hereby reduced by One Hundred Fifty Dollars (\$150.00) which is the amount of capital represented by the shares so redeemed.

FOURTH: As the Certificate of Incorporation of said corporation prohibits the reissuance of such shares so retired and as the shares so retired constitute all of the authorized Class T Common Stock, the authorized capital stock is hereby reduced and the Certificate of Incorporation is hereby amended so as to eliminate all reference to such class of Class T Common Stock.

IN WITNESS WHEREOF, the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY has caused its corporate seal to be hereto affixed and this certificate to be signed by Louis T. Duerinck, its Senior Vice President--Law and Real Estate, and attested by J. S. Edwards, its Assistant Secretary, this 30 day of May, 1982.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By Louis T. Duerinck
Louis T. Duerinck, Senior Vice
President--Law and Real Estate

CORPORATE SEAL

ATTEST:

J. S. Edwards
J. S. Edwards, Assistant Secretary

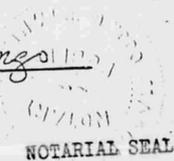
STATE OF ILLINOIS)
COUNTY OF COOK)

BE IT REMEMBERED that on this 3rd day of May, 1982, personally came before me, a Notary Public in and for the County and State aforesaid, Louis T. Duerinck, a Senior Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation of the State of Delaware, and he duly executed said certificate before me and acknowledged said certificate to be his act and deed and the act and deed of said corporation and that the facts stated therein are true; and that the seal affixed to said certificate and attested by the Assistant Secretary of said corporation is the common or corporation seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on the day and year aforesaid.

Marcus L. Boenig
Notary Public

My Commission expires Sept 7, 1983



STATE OF WISCONSIN }
Department of State } ss.
Received this 23 day of
Aug A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of REN
on page 293/295
W. J. P. [Signature]
Secretary of State

Form 2600-A

Vol. 280 Page 531

Authorization No. P-1078

DEED NO. 82864

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of THREE THOUSAND FIVE HUNDRED AND NO/100

(\$ 3,500.00) DOLLARS, conveys and quitclaims to WONEWOC DEVELOPMENT CORPORATION

of Wonewoc, Wisconsin

GRANTEE, all interest in the following described real estate situated in the Village of Wonewoc, County of Juneau, and the State of Wisconsin

to wit:

That part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 14 North, Range 2 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at a point on the center line of Jackson Street, distant 15 feet Northeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 292, as said spur track is now located; thence Northwesterly parallel with said spur track center line a distance of 150 feet to the point of beginning of the parcel of land herein described; thence Northeasterly at right angles to the last described course a distance of 60 feet; thence Northwesterly parallel with said spur track center line a distance of 10 feet, more or less, to a point on the Westerly extension of the North line of Lot 6 in Block 3 in the Village of Wonewoc; thence Easterly along said North line, and the Westerly extension thereof, of Lot 6, a distance of 45 feet, more or less, to a point distant 150 feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 35; thence Northwesterly parallel with said original main track center line a distance of 65 feet, more or less, to a point on the West line of said Block 3; thence Northerly along the West line, and the Northerly extension thereof, of said Block 3, a distance of 100 feet, more or less, to a point on the center line of Benton Street; thence Westerly along said center line of Benton Street a distance of 55 feet, more or less, to a point on a line hereinafter designated Line "A"; thence Southeasterly along said Line "A" a distance of 35 feet, more or less, to a point on a line hereinafter designated Line "B"; thence Southwesterly along said Line "B" a distance of 75.03 feet to a point on a line hereinafter designated Line "C"; thence Southwesterly along said Line "C" a distance of 15 feet, more or less, to a point distant 9 feet Northeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 294, as said spur track is now located; thence Southeasterly parallel with said spur track center line a distance of 90 feet, more or less, to a point distant 9 feet Northeasterly, measured at right angles, from the center line of said spur track ICC No. 292; thence Southeasterly parallel with said last described spur track center line a distance of 125 feet, more or less, to a point on the West line of West Street; thence Northerly along said West line of West Street a distance of 20 feet, more or less, to a point distant 15 feet Northeasterly, measured at right angles, from said last described spur track center line; thence Northwesterly parallel with said last described spur track center line a distance of 50 feet, more or less, to the point of beginning.

STATE TRANSFER TAX PAID \$10.50

Vol. 280 Page 532 DEED NO. 82864

Form 2600-B

Authorization No. P-1078

DESCRIPTIONS FOR LINES "A", "B", AND "C":

Commencing at the intersection of the center line of Garden Street and the center line of the main track of the Chicago and Western Transportation Company, as said main track is now located; thence N 18°13' W along said main track center line a distance of 743.40 feet; thence N 71°47' E a distance of 50 feet; thence N 18°13' W a distance of 126.50 feet; thence N 69°35' E a distance of 39.48 feet; thence S 55°05' E a distance of 34.21 feet; thence N 71°47' E a distance of 15 feet to a point on said Line "A"; thence S 18°13' E along said Line "A" a distance of 102.78 feet to the point of beginning of said Line "B"; thence S 73°24' W along said Line "B" a distance of 75.03 feet to the point of beginning of said Line "C"; thence S 71°47' W along said Line "C" a distance of 20 feet and there terminating.

Subject to the rights of the public in and to any streets or alleys located on the above described real estate.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

By the acceptance of this conveyance Grantee, for itself, its successors and assigns, agrees:

- (1) To erect and perpetually maintain, at its own expense, a highway-type barricade along the Southwesterly line of the above described real estate, in a manner satisfactory to Grantor's Chief Engineer, within 30 days of the date of this conveyance.
(2) To take all steps necessary, at its own expense, to comply with any and all governmental requirements relating to land division or use.

DATED this 12th day of August, 1982

Signed, Sealed and Delivered in Presence of:

Mary A. Clancy Nancy P. Zylch

Chicago and North Western Transportation Company

By Richard B. Taylor, Assistant Vice President Attest Joan A. Schramm, Assistant Secretary

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606

STATE OF ILLINOIS }
COUNTY OF COOK } ss.



I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Richard B. Taylor and Joan A. Schramm, to me personally known and known to me to be, respectively, Assistant Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Asst. Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12th of August, 1982

Richard S. Kennerley
Notary Public, in and for the County of Cook,
in the State of Illinois.

My Commission Expires: November 8, 1984

Richard S. Kennerley



CONDITIONAL BILL OF SALE
FOR THE CONVEYANCE OF IMPROVED RAILROAD PROPERTY BY WISDOT
TO THE WISCONSIN RIVER RAIL TRANSIT COMMISSION

For the sum of Four Hundred Seventy-Seven Thousand Dollars (\$477,000), the Wisconsin Department of Transportation (hereinafter referred to as WisDOT) does hereby conditionally convey to the Wisconsin River Rail Transit Commission (hereinafter referred to as Commission) the following described improved railroad property:

All buildings, structures, track and related track material, including but not limited to rails, ties, spikes, joint bars, turnouts, bridges, trestles and culverts from milepost 146.72 in Middleton to milepost 237.4 in Prairie du Chien plus milepost 0.07 in Mazomanie to milepost 13.07 north of Prairie du Sac plus milepost 0.26 in Lone Rock to milepost 16.14 in Richland Center, purchased by WisDOT from the Milwaukee Road or identified further in Attachment A to this document. Conveyed improved railroad property does not include any land upon which the conveyed improved property is located.

This conveyance is subject to the following conditions:

1. Continuation of Other Agreements

The Land Use and Lease Agreement by and between WisDOT and Commission, numbered 0490-40-48(a) and the Improved Railroad Property Grant Agreement by and between WisDOT and Commission, numbered 0490-40-48(b), remain in effect subject to the terms contained therein and are not abrogated or otherwise modified by this conditional bill of sale.

2. Use as Equity or Collateral

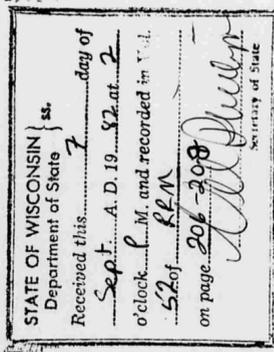
As provided in Section 5.2 of the Improved Railroad Property Grant Agreement, numbered 0490-40-48(b) this property shall not be used in any form or amount as equity or collateral for any borrowing or other means of raising capital by the Commission or its operator during the time the grant agreement is in force. Property replaced by the Commission or the operator shall be governed by this restriction in use.

3. Limitation on Transfer

Transfer of ownership interest in the property is prohibited, unless it is otherwise provided for under the Improved Railroad Property Grant Agreement numbered 0490-40-48(b).

4. Reversion Upon Default

If the default provisions of the Improved Railroad Property Grant Agreement numbered 0490-40-48(b) come into effect, the ownership of this property shall revert to WisDOT in accordance with those default provisions.



INDEXED
No. 270469

QUIT-CLAIM DEED

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

TO

State of Wisconsin) ss.
County of Marathon)

This instrument was filed for record in the Register of Deeds Office, in and for said County, on the 30 day of August A.D. 19 82 at 2 o'clock

and recorded in Volume 280 of Records on page 533 thereof.

Richard S. Kennerley
Register of Deeds

By: Rudy

8th

Agreements numbered 0490-40-48(a) and 0490-40-48(b) are on file and available for inspection during normal business hours in the offices of the Bureau of Railroads and Harbors, Wisconsin Department of Transportation, 4802 Sheboygan Avenue, Madison, Wisconsin.

In WITNESS WHEREOF, the State of Wisconsin, Department of Transportation has caused this instrument to be executed on August 12, 1982.

ATTEST Richard Blech Steven C. [Signature]
 WISCONSIN DEPARTMENT OF TRANSPORTATION

Attachment A

Description of Project Property

1. Grade Crossings

	<u>Public</u>	<u>Private</u>
Dane County	27	21
Sauk County	26	6
Iowa County	17	19
Richland County	28	25
Grant County	29	10
Crawford County	9	21
	136	102

2. Bridges

Spans of Pile Trestle

B-208	2 span	B-212	3 span	B-232	1 span
B-234	4 span	B-250	6 span	B-256	65 span
B-258	6 span	B-260	35 span	B-262	5 span
B-264	19 span	B-266	2 span	B-268	3 span
B-272½	1 span	B-278	5 span	B-282	8 span
B-286	10 span	B-290	3 span	B-290½	3 span
B-292½	2 span	B-298	5 span	B-300½	9 span
B-304	4 span	B-306	5 span	B-310	4 span
B-314	10 span	B-316	82 span	B-318	16 span
B-322	1 span	B-324	1 span	B-330	3 span
B-332	5 span	B-336	2 span	B-338½	3 span
B-344	3 span	B-344½	5 span	B-346	13 span
B-348	18 span	B-350½	5 span	B-227-7/8	3 span
B-360	3 span	B-368	1 span	B-372	6 span
B-376	10 span	B-400	2 span	B-402	5 span
B-406	2 span	B-408	4 span	B-416	1 span
B-420	2 span	B-422	2 span	B-424	3 span
B-426	3 span	B-428A	30 span	B-428B	9 span
B-500	11 span	B-502	2 span	B-504	1 span
B-506	2 span	B-508	2 span	B-510	17 span
B-512	9 span	B-514	2 span	B-516	2 span
B-518	3 span	B-520½	2 span	B-522	12 span
B-524	8 span	B-526	8 span	B-530	5 span

Spans of Ballast Decks

B-218	2 span	B-222	1 span	B-284	6 span
B-296	4 span	B-306½	3 span	B-308	19 span
B-312	25 span	B-356	5 span	B-356½	4 span
B-362½	3 span	B-362-2/3	3 span	B-233	3 span
B-366	3 span	B-370	3 span	B-418	1 span

Steel Bridge Structure

B-210	B-214	B-216
B-230	B-236	B-244
B-250	B-217-2/3	B-256
B-260	B-270-1/2	B-288
B-296	B-310	B-314
B-318	B-332	B-352
B-376	B-400	B-428B

3. Main Track Mileage

Shown by weights and total mileage (miles) by segments.

Segment	60#	65#	70#	75#	85#	90#	100#
Middleton-Lone Rock					20.26	14.96	0.71
Lone Rock-Prairie du Chien		1.15			7.95	42.83	1.02
Mazomanie-Prairie du Sac	9.17	0.48	0.77	1.28		0.05	1.25
Lone Rock-Richland Center	<u>3.69</u>	<u>3.22</u>		<u>8.71</u>	<u>0.11</u>	<u>0.15</u>	
Total Miles of							
Main Track (117.76)	12.86	4.85	0.77	9.99	28.32	57.99	2.98

4. Listing of side tracks by station, track number and length. The lengths are shown in Track Feet (T.F.) and only include the trackage purchased. Additional trackage is located on the railroad corridor but are owned by the industry.

Cross Plains	Avoca
Track #1 1627 T.F.	Track #2 1936 T.F.
Track #2 1244 T.F.	
	Muscoda
Black Earth	Track #1 2709 T.F.
Track #1 1697 T.F.	Track #2 1776 T.F.
	Boscobel
Mazomanie	Track #1 2164 T.F.
Track #3 1555 T.F.	Track #2 1849 T.F.
Track #4 2146 T.F.	Track #3 711 T.F.
Track #5 1425 T.F.	Track #4 305 T.F.
Track #6 298 T.F.	Track #7 540 T.F.
Track #7 1323 T.F.	
Track #1 400 T.F.	Woodman
	Track #2 1273 T.F.
Arena	
Track #2 1459 T.F.	Wauzeka
	Track #4 2511 T.F.
Spring Green	
Track #1 2702 T.F.	Bridgeport
Track #3 800 T.F.	Track #2 708 T.F.
Track #4 650 T.F.	

Lone Rock
Track #2 2043 T.F.
Track #3 1000 T.F.
Track #5 982 T.F.
Track #7 316 T.F.

Mazomanie
Track #8 1199 T.F.

Prairie du Sac
Track #3 695 T.F.

Gotham
Track #1 891 T.F.

Twin Bluffs
Track #5 241 T.F.

Richland Center
Track #1 1555 T.F.
Track #11 1222 T.F.
Track #12 496 T.F.
Track #13 128 T.F.
Track #14 912 T.F.
Track #15 624 T.F.
Track #16 408 T.F.
Track #17 1246 T.F.
Track #18 1294 T.F.
Track #21 110 T.F.
Track #4 238 T.F.
Track #22 268 T.F.

Prairie du Chien
Track #10 1793 T.F.
Track #11 1502 T.F.
Track #12 1243 T.F.
Track #13 1257 T.F.
Track #23 967 T.F.

Sauk City
Track #1 940 T.F.
Track #2 388 T.F.
Track #4 1494 T.F.
Track #5 128 T.F.
Track #7 409 T.F.
Track #8 1016 T.F.
Track #10 566 T.F.
Track #11 396 T.F.

5. Side Track Mileage, shown by weights and total mileage (miles) by segments.

Segment	60#	65#	75#	85#	90#	100#
Middleton-Lone Rock		0.55	0.96	2.27	0.08	0.26
Lone Rock-Prairie du Chien	0.21	1.05	1.47	0.16	1.33	
Mazomanie-Prairie du Sac	0.64	0.17	0.41	0.09	0.13	
Lone Rock-Richland Center	<u>1.39</u>		<u>0.40</u>	<u>0.08</u>	<u>0.43</u>	
Total Miles of						
Side Track (12.08)	2.24	1.77	3.24	2.60	1.97	0.26

6. Depot buildings are located in the following communities:

- Muscoda
- Boscobel
- Prairie du Chien
- Sauk City
- Richland Center

STATE OF WISCONSIN
Department of State } ss.
Received this 20 day of
Aug A. D. 19 82 at 2
o'clock P. M. and recorded in Vol
52 of R.R.M.
on page 207-213
Secretary of State

5554413
 REGISTER'S OFFICE } SS
 Milwaukee County, Wis. }
 RECORDED AT-8 00AMM
 JUL 29 1982 1235-2
 REG. 1459 IMAG 1235-2
 EASEMENT DEED NO. 82811
 Authorization No. P-1021

W. Caswick
 REGISTER OF DEEDS

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the CITY OF MILWAUKEE, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the City of Milwaukee, County of Milwaukee, and the State of Wisconsin, to wit:

9-1-82
 31

All that part of the Chicago and North Western Transportation Company right of way located in the Northeast one-quarter of Section 17 and the Northwest one-quarter of Section 16, in Township 6 North, Range 22 East, in the City of Milwaukee, bounded on the West by a line 55.00 feet West of the Section Line common to said Quarter Sections and on the East by a line 55.00 feet East of the Section Line common to said Quarter Sections.

DOC # 5554413 #
 RECORD 6.00
 DGC # 0 #
 CHARGE 6.00
 #35426 C001 R01 T07:51
 JUL 29 82

Said parcel contains 0.5 acre, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

DATED this 1st day of July, 1982.

Signed, Sealed and Delivered in Presence of:

Caye Caswick
 Caye Caswick
Mary A. Clancy
 Mary A. Clancy

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey
 Robert W. Mickey, Vice President

Attest Frances L. Turner
 Frances L. Turner, Assistant Secretary

(100)

REG 1459 IMAG 1235 #2

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Frances L. Turner, to me personally known and known to me to be, respectively, --- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, --- Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of July, 1982.

Richard S. Kennerley
 Notary Public, in and for the County of Cook
 in the State of Illinois
 Richard S. Kennerley

My Commission Expires: November 8, 1984



This document was drafted by the Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss
 Department of State }
 Received this 7 day of
 Sept A.D. 1982 at 2
 o'clock P.M. and recorded in Vol.
 52 of RCM
 on page 214215
Vel... ..
 Secretary of State



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware, do hereby certify that the attached is a true and correct copy of Certificate of Amendment filed in this office on July 27, 1981

09101182 WISCONSIN SECY-STATE
1111
1088
FCRP *
\$65.00



Form 130

Glenn C. Kenton
Glenn C. Kenton, Secretary of State
BY: K. Stagg
DATE: July 28, 1982

CERTIFICATE OF AMENDMENT OF RESTATED CERTIFICATE OF INCORPORATION OF BURLINGTON NORTHERN RAILROAD COMPANY

BURLINGTON NORTHERN RAILROAD COMPANY, a corporation organized and existing under the Delaware General Corporation Law, DOES HEREBY CERTIFY:

FIRST: That on July 20, 1981, the Directors of Burlington Northern Railroad Company adopted resolutions setting forth a proposed amendment to the Restated Certificate of Incorporation of said corporation, declaring said amendment to be advisable and submitting said amendment to the sole stockholder of said corporation for consideration thereof. The text of said amendment is as follows:

RESOLVED, that it be, and hereby is, proposed and declared advisable that the Restated Certificate of Incorporation of the Company be amended by deleting Article FOURTH therefrom in its entirety and substituting in lieu thereof Article FOURTH as set forth in Exhibit A attached hereto and made a part hereof.

EXHIBIT A

FOURTH: The total number of shares of all classes of stock which the corporation shall have authority to issue is 11,000 shares, of which 10,000 shall be redeemable Preference Shares having a par value of \$10,000.00 per share and 1,000 shall be Common Stock without par value.

SECTION I - PROVISIONS RELATING TO COMMON STOCK

1. At all times each holder of Common Stock of the corporation shall be entitled to one vote for each share of such Stock standing in the name of such holder on the books of the corporation. This paragraph shall not affect the special voting rights of the Preference Stock herein-after set forth.

2. No holder of the Common Stock as such shall have any pre-emptive right to subscribe to stock, obligations, warrants, right to subscribe to stock or other securities of the corporation of any class, whether now or hereafter authorized.

3. The rights of holders of the Common Stock shall be subject and subordinate to the rights of the holders of the Preference Stock in respect of dividends and amounts distributable upon liquidation, dissolution or winding up.

SECTION II - PROVISIONS RELATING TO PREFERENCE STOCK

1. The Board of Directors is expressly authorized to adopt, from time to time, a resolution or resolutions providing for the issue of Preference Stock in one or more series, to fix the number of shares in each such series and to fix the designations and the powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions thereof, of each such series. The authority of the Board of Directors with respect to each such series shall include determination of the following (which may vary as between the different series of Preference Stock):

(a) The number of shares constituting the series and the distinctive designation of the series;

(b) The dividend rate on the shares of the series and the extent, if any, to which dividends thereon shall be cumulative;

(c) Whether or not shares of the series shall be redeemable at the option of the corporation and the redemption price payable on redemption thereof, which price may, but need not, vary according to the time or circumstances of such redemption;

(d) The amount or amounts payable upon the shares of the series in the event of voluntary or involuntary liquidation, dissolution or winding up of the corporation prior to any payment or distribution of the assets of the corporation to any class or classes of stock of the corporation ranking junior to the Preference Stock;

(e) Any other preferences, privileges and powers, and relative, participating, optional or other special rights, and qualifications, limita-

tions or restrictions of such series, as the Board of Directors may deem advisable which shall not be inconsistent with the provisions of this Restated Certificate of Incorporation.

2. All shares of Preference Stock:

(a) Shall be issued only in accordance with the provisions of Title V of Public Law 94-210 effective February 5, 1976;

(b) Shall be senior in right (i) to all Common Stock, and (ii) to any subsequently issued preferred stock with respect to dividend and redemption payments and in case of liquidation or dissolution of the corporation, but shall be otherwise subordinate in such matters to any of the corporation's previously issued and outstanding preferred stock which rank ahead of its Common Stock;

(c) Shall accrue dividends, commencing on the 10th anniversary of the date of its original issuance, at such rate as shall be fixed by the Board of Directors as hereinabove provided; and

(d) Shall be subject to mandatory redemption, at par, commencing not earlier than the 6th and not later than the 11th (as determined by the Board of Directors as hereinabove provided for each issuance) anniversary date of the date of its original issuance, in annual amounts which shall, over the period ending (as determined by the Board of Directors as hereinabove provided for each issuance) not later than the 30th anniversary date of the date of its original issuance, aggregate the total par value of such shares.

3. Except when otherwise herein or by the laws of the State of Delaware specifically provided, the holders of the Preference Stock shall not be entitled to vote on any question or in any proceedings or to be represented at or to receive notice of any meeting of stockholders of the corporation, provided, however, that whenever dividends or redemption payments or both on Preference Stock shall be in default for a period of four months, the holders of the Preference Stock shall have the exclusive and special right, voting as a single class separate from the holders of any other class of stock of the corporation, to elect at the next annual meeting of the stockholders of the corporation, two directors of the corporation and the remaining directors shall be elected by the other class or classes of stock entitled to vote therefor. Such right of election shall

continue until such time as all dividends and redemption payments accumulated on the Preference Stock shall have been paid in full, or declared and set apart for payment, at which time such right of election shall terminate, subject to revesting in the event of each and every subsequent default. Nothing herein contained shall in any way restrict the power of the Board of Directors to increase or decrease the number of directors in accordance with the laws of the State of Delaware and the By-Laws of the corporation.

SECOND: That thereafter, pursuant to resolutions of said Directors, the proposed amendment was submitted to the sole stockholder of said corporation and was adopted by said sole stockholder by written consent dated July 20, 1981 pursuant to Section 228 of the Delaware General Corporation Law.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law.

FOURTH: That the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said Burlington Northern Railroad Company has caused this certificate to be signed by its President and attested by its Secretary this 20th day of July, 1981.

BURLINGTON NORTHERN RAILROAD COMPANY

CORPORATE SEAL

By R. J. Smith President
STATE OF WISCONSIN
Department of State
Received this 20 day of Sept A. D. 1982 at 2 o'clock P. M. and recorded in Vol. 52 of RRM on p. 216-220
W. Chiles Secretary of State

ATTEST:

Frank J. Farrell
Secretary

fresh

1191093
EASEMENT
REEL 507 IMAGE 706

*Due 800
New Dept Transp
(Waukesha)*

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 19, of said Court entered March 6, 1978, for and in consideration of the sum of \$1,200.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby GRANT, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 19, unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, a permanent easement for highway purposes, as long as to used, including the right to preserve, protect, and remove any vegetation existing on said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following described lands in Waukesha County, Wisconsin, described as:

That part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 7 North, Range 18 East, described as follows:

Begin in the west line of said section at a point 534.29 feet North 0°0'52" East of the southwest corner of said NW $\frac{1}{4}$; thence North 86°42'41" East 337.70 feet along the south line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence northwesterly, parallel with the centerline of relocated S.T.H. 83, to a point in the north line of said railroad; thence South 86°42'41" West, along the north line of said railroad, to the west line of said section; thence South 0°0'52" West 111.44 feet to the point of beginning.

Said parcel contains 0.77 acre exclusive of land already in use for highway purposes.

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad facilities now located on said lands, including necessary adjustments to signal and communication pole lines, but also the right to construct and maintain such additional facilities as it may desire, PROVIDED, the same will not interfere with the use and enjoyment of the easement hereby granted. REEL 507 IMAGE 707

The right herein also is granted subject to the superior rights of Grantor in and to said lands and to any and all other easements, licenses, permits, leases, or agreements, if any; and Grantee shall not, by reason of the easement rights hereby granted, acquire, or assert title to said lands adverse to Grantor's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by B. H. BOBBITT, ASST. VICE PRESIDENT, on this AUGUST 18 1982.

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By B. H. Bobbitt
Assistant Vice President

WITNESS:
J. W. Byrnes
For Trustee

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R.H. Keegan, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

FORM "A"

STATE OF ILLINOIS)
COUNTY OF COOK)

On this AUGUST 18 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared B. H. BOBBITT, ASST. VICE PRESIDENT for the Trustee aforesaid, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed on behalf of the Trustee aforesaid.

James Walter Byrnes
JAMES WALTER BYRNES
Notary Public, Kane County, IL
My Commission Expires Sept. 2, 1984

STATE OF WISCONSIN } ss.
Department of State }
Received this 24 day of Sept A. D. 1982 at 2 o'clock P.M. and recorded in Vol. 52 of RRM on page 221-223
Secretary of State

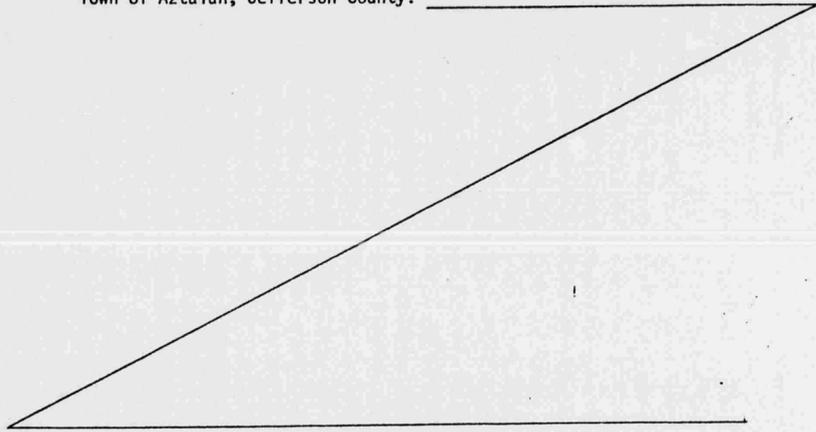
1191093
REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } ss
RECORDED ON
1982 SEP -9 AM 10:17
REEL 507 IMAGE 706
REGISTER DEPT. OF REVENUE
REEL 507 IMAGE 708

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation, all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to an easement for the construction, operation, maintenance, use, relocation, renewal and removal of steel towers and high voltage electric transmission lines, upon and over the property situated in the County of Jefferson, and the State of Wisconsin and described as follows, to wit:

Upon, along, over and across strips of land of varying width, being a part of the Chicago and North Western Transportation Company right of way and described as follows: The Westerly 31 feet of the Southerly 250 feet of the Grantor's 100 foot railroad right of way in the Southeast Quarter of Section 13, the Westerly 31 feet of the Grantor's 100 foot railroad right of way running in a Northerly-Southerly direction in Section 24, the Westerly 31 feet of the Grantor's 100 foot railroad right of way running in a Northerly-Southerly direction in the Northeast Quarter of Section 25, and the Westerly 26 feet of the Grantor's 100 foot railroad right of way in the South Half of Section 25, with the exception of the Southerly 1,600 feet of the railroad right of way in the South Half of Section 25, all in Township 7 North, Range 14 East, Town of Aztalan, Jefferson County.



This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the underlying fee simple title or remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 22nd day of July, A.D., Nineteen Hundred and Eighty-two.



THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid,

By J. R. Grimes Vice President

ATTEST:

C. Stark Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

B. Mitchell
B. Mitchell
J. T. Cahill
J. T. Cahill

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, M. Rush a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. Grimes and C. STARK to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. Grimes resides in CHICAGO, ILLINOIS and that C. STARK resides in Richton Park, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority of its By-Laws as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 22nd day of July A.D., Nineteen Hundred and Eighty-two.

M. Rush
M. Rush NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My Commission as such Notary Public Expires: MARCH 16, 1985

This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

Department of State } ss.
Received this 7 day of Oct. A. D. 1982 at 2 o'clock P.M. and recorded in Vol. 52 of R.R.M. on page 224-226
John Sheehan
Secretary of State

784505
STATE OF WISCONSIN } ss.
Jefferson County }
Received for record this 13th day of Sept. A. D. 1982 at 8:25 o'clock A.M. and recorded Vol. 623 of Records, page 421
James M. Schaefer Register
Deputy

Authorization No. P-1030
Deed No. 82727

8:25

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "North Western"), in consideration of the sum of FIVE THOUSAND (\$5,000.00) Dollars and other good and valuable consideration to it in hand paid, does hereby grant to the WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation (hereinafter called "Wisconsin Electric"), but subject to the provisions hereinafter expressed, a permanent easement for the construction, installation, operation, maintenance, use, repair, renewal, and replacement of a 138 Kv electric transmission line (hereinafter called "said facility"), and for no other use or purpose whatsoever, over the following described strip of land situated in the County of Jefferson, State of Wisconsin, to wit:

Upon, along, over and across strips of land of varying width, being a part of the Chicago and North Western Transportation Company right of way and described as follows: The Westerly 31 feet of the Southerly 250 feet of the Grantor's 100 foot railroad right of way in the Southeast Quarter of Section 13, the Westerly 31 feet of the Grantor's 100 foot railroad right of way running in a Northerly-Southerly direction in Section 24, the Westerly 31 feet of the Grantor's 100 foot railroad right of way running in a Northerly-Southerly direction in the Northeast Quarter of Section 25, and the Westerly 26 feet of the Grantor's 100 foot railroad right of way in the South Half of Section 25, with the exception of the Southerly 1,600 feet of the railroad right of way in the South Half of Section 25, all in Township 7 North, Range 14 East, Town of Aztalan, Jefferson County.

The foregoing easement is subject to the following provisions, which provisions Wisconsin Electric herein accepts:

1. Wisconsin Electric shall procure all necessary public authority for the construction, installation, maintenance and use of said facility and in addition to the requirements of this easement, shall construct, install and maintain said facility at Wisconsin Electric's sole cost, in conformity with all laws, ordinances and regulations whatsoever relating to business use and occupation of the premises.
2. Wisconsin Electric shall pay all taxes, license fees, special assessments or other charges which may become due or assessed upon or against said premises, the Wisconsin Electric facility or business conducted thereon, but only to the extent that any such taxes, fees or assessments

or charges are increased because of said installation, or upon or against the premises or property of North Western because of said installation, and in the latter case shall reimburse North Western for any such taxes, license fees, special assessments or other charges which may be paid by North Western within thirty (30) days after presentation by North Western of such bills.

- 3. Said facility shall be constructed, installed and maintained by Wisconsin Electric in compliance with the National Electrical Safety Code and the Wisconsin State Electrical Safety Code and Wisconsin Electric shall use effective methods as required to comply with these codes in force at the time Wisconsin Electric's line is energized, unless new and revised codes require backfitting in the construction and location of such transmission line and in the operation of its system. The standards of construction set out in these codes shall be considered both minimum and maximum standards. Prior to commencement of any work, the complete plans and specifications shall be approved in writing by the North Western's Vice President of Engineering.
- 4. Wisconsin Electric shall remove all debris, material, false work and the like caused by or used during the construction, installation or maintenance of said facility from the right of way and other property of North Western in a manner satisfactory to North Western.
- 5. If, in the sole judgement of North Western, it shall become necessary to provide protection, or support, (or both), for its tracks and property during the work of construction, installation or maintenance of said facility, North Western shall have the right to furnish such protection or support, (or both), and Wisconsin Electric shall promptly pay the entire cost thereof.
- 6. North Western reserves the right to request Wisconsin Electric to make reasonable repairs to said facility and, if Wisconsin Electric shall fail to make repairs within a reasonable length of time after receipt of written notice to make such repairs as North Western deems necessary, North Western may, at its election, make such repairs. North Western

also reserves the right to make emergency repairs to said facility if North Western deems such repairs necessary for the safety of its tracks or property. Wisconsin Electric shall promptly reimburse North Western for the cost and expense of all such repairs to said facility made by North Western.

- 7. In order to protect the existing pole lines, wires, cables, circuits and tracks and appurtenances thereto of North Western from inductive and physical interference, Wisconsin Electric at all times and at its own expense, will adopt and maintain an effective system as established by the National Electrical Safety Code, in the construction and location of such transmission lines and in the operation of its system. In order to prevent or mitigate such interference, changes required because of the construction or modification of such transmission line, in the construction or location of the lines, wires and cables of North Western, or in the operation of its circuits, which lines, wires, cables or circuits are existing and installed on said premises at the time of the original construction or modification of such transmission line by Wisconsin Electric shall be installed at the sole expense of Wisconsin Electric.
- 8. North Western reserves the right to use the real estate for any and all purposes, or otherwise dispose of the same subject to this easement, including but not limited to the right to mortgage, sell, lease, grant licenses or other easements for the use and occupation of all or any portion of said real estate, and bill and collect rents, issues and profits therefrom, so long as such use or disposition is not inconsistent with the rights herein granted to Wisconsin Electric. North Western shall have the right to use, occupy and enjoy its tracks and property, for such purposes, in such manner, and at such times as North Western shall desire or as may be required for railroad operations or need of North Western, including the right to construct, maintain, use, operate, relocate and reconstruct spur tracks to serve industries located on properties adjacent to said premises provided, however, that such construction will in no way interfere with the facilities to be constructed on said premises by Wisconsin Electric.

9. North Western shall have the right to require a change in the location or construction of said facility for non-railroad purposes or needs, provided Wisconsin Electric is reimbursed for the actual cost of making such changes. For purposes of this section, non-railroad purposes shall mean all instances involving a change in the location or construction of said facility or any part thereof caused by or associated with the improvement or construction of any highway, street or other public use.
10. It is understood and agreed by Wisconsin Electric that said facility is subject to and may increase the dangers and hazards of the operation of the railroad of North Western and this easement is subject to all risks thereof. Therefore, Wisconsin Electric assumes and agrees to protect, indemnify and hold harmless North Western, its officers, agents, employees, invitees, licensees, successors and assigns, from and against any and all claims, demands, suits, liabilities and expenses by reason of the loss or damage to any property whatsoever or injury to or death of any person whomsoever, from any cause whatsoever, arising or growing, directly or indirectly:
- (i) out of the construction, installation, operation, maintenance, use, repair, renewal, replacement or removal, of said facility,
 - (ii) out of any defect in said facility or any failure thereof,
 - (iii) out of any act or omission of Wisconsin Electric, its officials, agents or employees while on or about the right of way or property of North Western or while on or using said facility, or
 - (iv) out of the failure of Wisconsin Electric, its officials, agents or employees to abide by or comply with any of the terms and conditions of this easement, even though such loss, damage, injury or death may have been caused or contributed by the operation of North Western's railroad or by the conditions of its property, except such loss, damage, injury and death, costs and expenses caused by the sole negligence of the North Western.

- Wisconsin Electric will also indemnify and hold harmless North Western, its successors and assigns, from all liability for damages sustained by Wisconsin Electric by reason of want or failure at any time of title on the part of North Western to all or any part of the land, across which said facility is located.
11. This easement is personal to Wisconsin Electric and any successor companies, and is not assignable or transferable without the written consent of North Western first obtained, which consent will not unreasonably be withheld; provided, however, that in case of any assignment, passing or transfer of ownership of said facility without North Western's written consent to said assignment, Wisconsin Electric and the new user or owners shall both be jointly and severally liable to North Western under all the terms, conditions, covenants, reservations and restrictions hereof, and this easement shall be deemed a joint easement to said parties, revocable forthwith by written notice which North Western at its option may serve upon said parties at any time.
12. Except as hereinafter provided, the benefits of this easement shall accrue to the North Western, its successors and assigns. In accepting this easement, Wisconsin Electric agrees to perform and to be bound by all of the terms, conditions, covenants, reservations and restrictions herein provided, even though the performance thereof may not be required by North Western until after the revocation or termination of this easement. If North Western, following an abandonment of its operations over the right of way of which this easement is a part, shall convey all or any portion of the easement premises to a third party other than a railroad company or a company engaged in railroading, then Paragraphs 3, 4, 5, 6, 7, 8, 9 and 10 will be void and of no further force and effect as to the part of said premises which is conveyed.
13. All property of whatsoever kind and nature in which North Western has a leasehold interest or which is used by North Western wholly or in part regardless of ownership thereof shall, for the purposes of this easement, be deemed property of North Western and be owned by North Western.

- 14. In case any of the terms or provisions of this easement have been performed or carried out prior to the actual date of execution hereof, it is understood and agreed that this easement shall nevertheless be of the same force and effect as though the same had been executed by the parties prior to such performance.
- 15. This easement shall terminate and be of no further force and effect when this land, or any portion thereof, ceases to be used by Wisconsin Electric as a right of way for said electric line for a period of twenty-four (24) months after the installation of said facilities. Should any discontinuance or cessation of use of said facility be due to any damages by fire, lightning, flood or earthquake, or by the abandonment of work by employees of Wisconsin Electric during a general strike, or by Wisconsin Electric's inability, after due diligence, to obtain necessary materials for repairs or rebuilding, then the said time of twenty-four (24) months shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Wisconsin Electric further agrees that, in the event this easement is terminated for any reason, all obligations, covenants and indemnities of Wisconsin Electric and all rights of North Western hereunder shall survive the termination until such time as said premises are restored to their original state. Wisconsin Electric further agrees that in the event this easement is terminated for any reason, it shall complete all payments due or which may become due under this agreement including payment of all sums to North Western for work performed prior or subsequent to said termination and Wisconsin Electric agrees that this indemnity shall survive the termination until such time as said premises are restored to their original state.
- 16. At North Western's request, upon termination of this easement as heretofore stated, Wisconsin Electric shall promptly, and in a manner acceptable to the Chief Engineer of North Western, remove said facility and all appurtenances thereto and leave the premises in the same condition in which they were before the installation of the same as nearly as may be practicable. Upon failure of Wisconsin Electric to do so, North Western may perform the work and restore the premises and Wisconsin Electric shall promptly reimburse North Western for the cost of removal and restoration.

- 17. All notices and demands herein required shall be in writing. The mailing of a notice or demand by registered mail with proper postage prepaid to the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, Attention: Real Estate Department, One North Western Center, Chicago, Illinois 60606, or to the WISCONSIN ELECTRIC POWER COMPANY, 231 Michigan Street, Milwaukee, Wisconsin 53201, or to such other addresses or addressees as the parties may, in writing, from time to time designate, shall constitute a proper notice thereof in accordance with this easement.
- 18. This grant of easement is subject to existing roads and highways and the rights of any governmental agency, public or quasi-public utilities to occupy said premises for the use and maintenance of existing conduits, sewers, drains, gas lines, electric power lines, and other utilities, whether or not of record.
- 19. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.

DATED this 4th day of May, 1982.

Signed, Sealed and Delivered in Presence of:

Donna Gargano
 Donna Gargano
Marilyn Klein
 Marilyn Klein

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

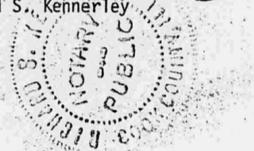
By *Robert W. Mickey*
 Robert W. Mickey, Vice President
 Attest *Joan A. Schramm*
 Joan A. Schramm, Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, --- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, --- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 4th of May 1982.

Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois
Richard S. Kennerley



My Commission Expires: November 8, 1984

This instrument was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN }
Department of State } ss.
Received this 7 day of
Oct A. D. 19 82 at 2
o'clock P. M. and recorded in Vol.
52 of RR-7M
on page 227-234
John P. Sullivan
Secretary of State - 8

STATE OF WISCONSIN } ss. 784504
Jefferson County }
Received for record this 13th day
of Sept. A. D. 19 82 at 8:25
o'clock A. M. and recorded Vol.
623 of Records, page 413
James H. Bifate Register
Deputy

Certified to be a true copy
of the original on file
Date:
SEP 21 1982
James H. Bifate

BEFORE THE
TRANSPORTATION COMMISSION OF WISCONSIN

Application of Duluth, Winnipeg & Pacific Railroad Company and of Duluth, Winnipeg & Pacific Railway Company for a Certificate of Public Convenience and Necessity)
) 9060-FY-1
)

SUPPLEMENTAL ORDER

Findings of Fact, Certificate and Order were issued by the Transportation Commission of Wisconsin in this matter on February 18, 1981. The Commission retained jurisdiction but provided in its order that the certificate therein granted be valid only if construction were begun within 2 years from the date of the order.

On August 31, 1982, the Commission received a request from the Railroad for a 1 year extension of time to commence construction of the yard. The basis for the request are delays because of uncertainties regarding the funding of the related Federal Interstate Highway projects, resolution of certain substantive issues with other carriers, and the land acquisition process.

The Railroad further indicates that although it was not able to commence construction during the 1982 construction season, it remains committed to the project and it is now anticipated that construction will start during early 1983 and be completed in 1984. Funds have been encumbered and appropriated for land acquisition and initial construction. All environmental clearances have been obtained and necessary agreements with other carriers have been finalized. Fee simple title of land owned by Douglas County has been acquired and agreement with the Duluth, Missabe and Iron Range Railroad to purchase its land has been entered into. The Railroad has acquired the Lambert residence property. Negotiations are continuing with respect to the Bradford property and a condemnation petition has been filed with respect to the Anderson property.

The Railroad request for the extension of time is reasonable.

Order

THE COMMISSION THEREFORE ORDERS:

- 1. That the Commission Order issued February 18, 1981 is

modified to provide that the certificate is valid if construction is begun prior to March 31, 1984.

2. That jurisdiction be retained.

Dated at Madison, Wisconsin, September 21, 1982

By the Commission.

Joan D. McArthur
Joan D. McArthur, Chairman

STATE OF WISCONSIN }
Department of State } ss.
Received this 13 day of
Oct. A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of RRM
on page 236-236
J. D. Chellie
Secretary of State

THIS INDENTURE, made this 7th day of September, 1982, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company" and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "State";

WITNESSETH, that the Company, in consideration of One Thousand Ten and No/100 Dollars (\$1,010.00) to it in hand paid by the State, the receipt whereof is hereby acknowledged, does hereby grant unto said State an easement for highway purposes only as long as so used over and across lands owned by said Company at the following described location in Burnett County, Wisconsin, to-wit:

All that part of the Soo Line Railroad Company's right of way located in the S 1/2 of the NE 1/4 of Section 28, Township 41 North, Range 16 West lying within a strip of land 100 feet wide being 50 feet (measured at right angles) northerly and southerly of the following described reference line:

Commencing at the East quarter corner of said Section 28; Thence North 1°02'18" East a distance of 656.25 feet to the centerline of S.T.H. 77; Thence North 89°31'45" West a distance of 776.39 feet along said centerline of S.T.H. 77 to the point of beginning of said reference line; Thence North 89°31'45" West along said centerline of S.T.H. 77 a distance of 600 feet and there terminating.

This parcel contains 0.36 acre, more or less, exclusive of land previously conveyed or dedicated for highway purposes.

The Company reserves the right and privilege to use the above described land for the construction, maintenance and operation of railroad tracks and facilities, including the right to permit other parties to use said land, and further reserves the right and privilege to use said land for any and all other purposes that are not inconsistent with the use thereof for highway purposes and further reserves the right to prevent the placement or maintenance of any utility or highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railroad tracks and facilities.

The Company reserves the title to these lands to itself, its successors or assigns, and maintenance and use of a highway upon and across the Company's property at the above described location however long continued shall not vest in the State rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the State and their successors and assigns.

IN WITNESS WHEREOF, said Company has caused these presents to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, the day and year first above written.

In the Presence of:

30. BURNETT COUNTY SOO LINE RAILROAD COMPANY
WISCONSIN
RECEIVED AND RECORDED
SEP 30 1982
BY 9:00 AM
368 PAGE 361
John P. Roddy
Thomas M. Beckley
President
Arthur A. Spurling
Fern B. Albers
Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 7th day of September, 1982, Thomas M. Beckley, President, and Fern B. Albers Assistant Secretary, of the above named corporation to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

This instrument was drafted by:
Soo Line Railroad Company
1601 Soo Line Building
Minneapolis, Minnesota 55402

PROTEST 2560-44-21 PARCEL #55

Linda C. Sullivan
LINDA C. SULLIVAN
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 29, 1984

STATE OF WISCONSIN }
Department of State } ss.
Received this 18 day of
Oct. A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of RRM
on page 237
J. D. Chellie
Secretary of State

Authorization No. P-1047

229274

EASEMENT DEED NO. 82885

VOL 253 PAGE 132

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to JACKSON COUNTY, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the County of Jackson, and the State of Wisconsin, to wit:

All that part of a strip or parcel of land in the Northeast Quarter of the Southeast Quarter of Section 35, Township 22 North, Range 4 West presently laid out and used as railroad right of way by the Chicago and North Western Transportation Company, described as follows: Commencing at the East Quarter corner of said Section 35; thence S 1°04' E along the East line of said Section 35 661.12 feet to a point on the center line of relocated C.T.H. "E"; thence S 55° 16' W along said center line 511.72 feet to a point on the Easterly right of way line of said Company and the point of beginning; thence N 20° 45' W along said Easterly right of way line 51.23 feet; thence S 55° 16' W 103.05 feet to a point on the Westerly right of way line of said Company; thence S 20° 45' E along said Westerly right of way line 113.36 feet; thence N 55° 16' E 103.05 feet to a point on said Easterly right of way line; thence N 20° 45' W along the said Easterly right of way line 61.83 feet to the point of beginning.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.

DATED this 23rd day of August, 1982.

Signed, Sealed and Delivered in Presence of:

Cary Caswick
Mary A. Clancy

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By *Robert W. Mickey*
Robert W. Mickey, Vice President

Attest *Joan A. Schramm*
Joan A. Schramm, Assistant Secretary

Page 1 of 2 Pages

PROJECT 7018-06-01

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

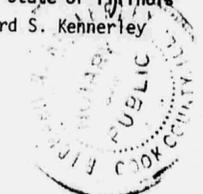
VOL 253 PAGE 133

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, -- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, -- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 23rd of August, 1982.

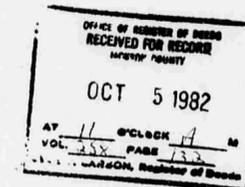
Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois
Richard S. Kennerley

My Commission Expires: November 8, 1984



This instrument was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN)
Department of State)
Received this 18 day of
Oct A. D. 19 82 at 2
o'clock P. M. and recorded in Vol.
52 of R.M.
on page 238-239
John Phillips
Secretary State



Page 2 of 2 Pages

Authorization No. P-1090

EASEMENT DEED NO. 82895

REEL 178 IMAGE 63

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the CITY OF BARABOO, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the County of Sauk and the State of Wisconsin, to wit:

All that part of the Grantor's 150 foot wide right of way in the Southeast Quarter of the Southeast Quarter of Section 34, Township 12 North, Range 6 East, located between the centerline of Moore Street and a line 56 feet westerly of and parallel to the centerline of Moore Street and all that part of the land of Grantor in the Southeast Quarter of the Southeast Quarter of Section 34, Township 12 North, Range 6 East, and the Southwest Quarter of the Southwest Quarter of Section 35, Township 12 North, Range 6 East, located between the centerline of Moore Street and a line 100 feet easterly from and parallel to the centerline of Moore Street.

COPY TO REVENUE

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

R/E File 10-11-82

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

DATED this 1st day of September, 1982.

Signed, Sealed and Delivered in Presence of:

Caye Caswick
Mary A. Clancy

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey, Vice President

Attest Joan A. Schramm, Assistant Secretary

Page 1 of 2 Pages

REEL 178 IMAGE 64

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, -- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, -- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of September, 1982.

Richard S. Kennerley
Notary Public, in and for the County of Cook in the State of Illinois

My Commission Expires: November 8, 1984

THIS INSTRUMENT WAS PREPARED BY THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, ONE NORTH WESTERN CENTER, 165 NORTH CANAL STREET, CHICAGO, IL 60606

STATE OF WISCONSIN)
Department of State) SS
Received this 1st day of
Nov. A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 240-241

454244

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

SEP 30 1982

AT 8:30 O'CLOCK A.M. RECORDED IN
REEL 178 IMAGE 63
600
Dept. of Transp.
P.O. Box 7877
Madison 53707

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CSNW - Form 2748-A-10
(6/72)

930233

VCL 680 PAGE 850

VCL 680 PAGE 851

SEP 21 1982

Res. Dated
December 20, 1978
(STATE OF WISCONSIN)

RECORDED
AT 1:00 P. M.
CHARLES R. WHALEY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagee), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FEE
\$ 71.25
EXEMPT

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION-----

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the Counties of LaCrosse and Trempealeau, and the State of Wisconsin,

COPY TO REVENUE

and described as follows, to wit:

IN TOWNSHIP 16 NORTH, RANGE 7 WEST OF THE FOURTH PRINCIPAL MERIDIAN, LACROSSE COUNTY, WISCONSIN

A strip of land 100 feet in width extending over and across part of the Northeast Quarter of the Northwest Quarter of Section 16, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 16, and lying Northwest of a line drawn at right angles to said original main track center line at a point thereon distant 630 feet Southeast from the intersection thereof with the North line of said Section 16.

ALSO: That part of the Southwest Quarter of Section 9 lying Southwest of a line parallel with and distant 50 feet Northeast, measured at right angles and radially, from the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 9, lying Northeast of a line parallel with and distant 25 feet Southwest, measured at right angles and radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as said main track was located prior to its removal, and lying Easterly of the Southerly extension of the center line of Oak Avenue South.

ALSO: That part of the Northeast Quarter of the Southeast Quarter of Section 8, and of the Northwest Quarter of the Southwest Quarter of said Section 9, bounded and described as follows: Commencing at a point on the North line of the Southeast Quarter of said Section 8, distant 50 feet Southwest, measured at right angles, from the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located

ID 1000-25-64

Parcel 1

and established over and across said Section 8; thence Southeasterly parallel with said original main track center line a distance of 200 feet to the point of beginning of the parcel of land herein described; thence continuing South-easterly parallel with said original main track center line a distance of 500 feet, more or less, to a point on the Southerly extension of the center line of Oak Avenue South; thence Northerly along said center line, extended, of Oak Avenue South, a distance of 175 feet, more or less, to a point distant 50 feet Northeasterly, measured at right angles, from said original main track center line; thence Northwest parallel with said original main track center line a distance of 460 feet, more or less, to a point on the North line of the Southeast Quarter of said Section 8; thence Westerly along said North line a distance of 95 feet, more or less, to a point distant 8.5 feet Southwest, measured at right angles, from the center line of the Chicago and North Western Transportation Company spur track ICC No. 56 (now removed), as said spur track was located prior to its removal; thence Southeasterly parallel with said (former) spur track center line a distance of 195 feet, more or less, to a point on a line drawn at right angles to said original main track center line through the point of beginning; thence Southwest along said last described right angles line a distance of 35 feet, more or less, to the point of beginning.

ALSO: That part of the Southeast Quarter of the Northeast Quarter of said Section 8, bounded as follows: On the Northeast by a line parallel with and distant 50 feet Northeast, measured at right angles, from said original main track along the center line of Elm (or "E") Street; On the Southwest by the center line, and extensions thereof, of the alley in Block 9, said Block located as platted in the Original Town of Onalaska in Onalaska; And on the South by the South line of the Northeast Quarter of said Section 8, being parts of Lots 11, 12, 13, 14, 15, 16 of said Block 9.

ALSO: That part of the Southeast Quarter of the Northeast Quarter of said Section 8, bounded as follows: On the Northwest by the Southeasterly line of Elm (or "E") Street, being also the Northwest line of said Block 9; On the Northeast by the Southwest line of the alley in said Block 9; On the South by the South line of the Northeast Quarter of said Section 8; And on the Southwest by the following described line: Beginning at a point on the South line of said Northeast Quarter, distant 8.5 feet Southwest, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 56 (now removed), as said spur track was located prior to its removal; thence North-westerly parallel with said (former) spur track center line a distance of 80 feet, more or less, to a point on the Southeasterly line of Lot 7 in said Block 9; thence Southwest along said Southeasterly line of Lot 7 a distance of 5 feet, more or less, to a point distant 79.4 feet Northeast from the most Southerly corner of said Lot 7; thence Northwest along a straight line a distance of 215 feet, more or less, to a point on the Northwest line of said Block 9, distant 51.1 feet Northeast from the most Westerly corner thereof, and there terminating, being parts of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 of said Block 9.

ALSO: That part of Block 10, said Block located as platted in the Original Town of Onalaska in Onalaska lying between lines parallel with and distant 25 feet North-easterly and 25 feet Southwest, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as said main track was located prior to its removal, being parts of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 of said Block 10.

ALSO: Those parts of Lots 1, 2, and 3 in Block 11, said Block located as platted in the Original Town of Onalaska in Onalaska lying Southwest of a line parallel with and distant 16 feet Northeast, measured at right angles from said original main track center line, together with those parts of Lots 4, 5, 6, 7, 8, 9, and 10 in said Block 11 lying Southwest of a line parallel with and distant 25 feet Northeast, measured at right angles, from the center line of the main track (now removed) of said Transportation Company as located prior to its removal.

ALSO: That part of Block 4, said Block located as platted in the Original Town of Onalaska in Onalaska lying between lines parallel with and distant 10 feet North-easterly and 10 feet Southwest, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as located prior to its removal, being parts of Lots 14, 15, 16, 17, 18, 19, 20 of said Block 4.

ALSO: That part of Lot 11 in Block 3, said Block located as platted in the Original Town of Onalaska in Onalaska, bounded and described as follows: Beginning at a point on the Southeasterly line of said Block 3, distant 33.5 feet Southwest,

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measured along said Block line, from said original main track center line; thence Northwesterly at right angles to the Southeasterly line of said Block 3 a distance of 26.8 feet; thence Southwesterly parallel with said Southeasterly line of Block 3 a distance of 23.4 feet to a point distant 50 feet Southwesterly, measured at right angles, from said original main track center line; thence Northwesterly parallel with said original main track center line a distance of 5 feet, more or less, to a point on the Northwesterly line of said Lot 11; thence Northeasterly along said Northwesterly line of Lot 11, a distance of 95 feet, more or less, to the most Northerly corner of said Lot 11; thence Southeasterly along the Northeasterly line of said Lot 11 a distance of 30 feet, more or less, to the most Easterly corner of said Lot 11; thence Southwesterly along the Southeasterly line of said Lot 11 a distance of 68 feet, more or less, to the point of beginning.

ALSO: Those parts of Lots 12, 13, 14, and 15 in said Block 3, lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from said original main track center line.

ALSO: That part of Lot 16 in said Block 3 lying Northeasterly of a line parallel with and distant 33 feet Southwesterly, measured at right angles, from said original main track center line.

ALSO: Those parts of Lots 17, 18, 19, and 20 in said Block 3, lying Southwesterly of a line parallel with and distant 33 feet Northeasterly, measured at right angles, from said original main track center line.

ALSO: Those parts of Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 in Block 2, said Block located as platted in the Original Town of Onalaska in Onalaska, bounded and described as follows: Beginning at a point on the Southeasterly line of said Block 2, distant 30 feet Northeasterly, measured at right angles, from said original main track center line; thence Northwesterly parallel with said center line a distance of 31 feet, more or less, to a point on the Northwesterly line of said Lot 11; thence Northwesterly along a straight line a distance of 90 feet, more or less, to a point on the Northwesterly line of said Lot 14, distant 50 feet Northeasterly, measured at right angles, from said original main track center line; thence Northwesterly parallel with said center line a distance of 182 feet, more or less, to a point on the Northwesterly line of said Block 2; thence Southwesterly along said Northwesterly line a distance of 20 feet, more or less, to the most Westerly corner of said Lot 20, being a point on the Northeasterly line of the alley in said Block 2; thence Southeasterly along the Northeasterly line of said alley a distance of 300 feet, more or less, to a point on the Southeasterly line of said Block 2; thence Northeasterly along said Southeasterly line of Block 2 a distance of 50 feet, more or less, to the point of beginning.

ALSO: Those parts of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 in said Block 2 lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from said original main track center line.

ALSO: Those parts of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, and 13 in Block 1, said Block located as platted in the Original Town of Onalaska in Onalaska lying between lines parallel with and distant 50 feet Northeasterly and 50 feet Southwesterly, measured at right angles, from said original main track center line.

ALSO: A strip of land 100 feet in width extending over and across the West Half of the Southeast Quarter, the West Half of the Northeast Quarter, and the East half of the Northwest Quarter (Government Lots 1, 2, 3, and 4) of Section 5, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 5.

ALSO: The West (Southwesterly) 75 feet of Lots 1 and 2, the West (Southwesterly) 50 feet of Lots 3 and 4, and all that part of Lot 18 lying Southwesterly of Lots 1 to 7, inclusive, all in Block 1 of Brice's Addition to Onalaska.

ALSO: That part of the Northwest Quarter of the Southeast Quarter (Government Lot 2) of said Section 5 lying Northeasterly of said above described 100 foot wide strip, and lying Southwesterly of the Northwesterly extension of the Southwesterly line of Second Street, as located and traveled on as of July 1, 1982.

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IN TOWNSHIP 17 NORTH, RANGE 7 WEST OF THE FOURTH PRINCIPAL MERIDIAN, LACROSSE COUNTY, WISCONSIN

A strip of land 100 feet in width extending over and across: The Southwest Quarter, and the West Half of the Northwest Quarter, of Section 32; the West Half of the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter, of Section 29; the Northeast Quarter of the Southeast Quarter, and the Northeast Quarter, of Section 30; And the Southwest Quarter of Section 19, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 32, 29, 30, and 19.

ALSO:

That part of the Southwest Quarter of the Southeast Quarter of said Section 19, bounded and described as follows: Beginning at a point on the West line of the Southeast Quarter of said Section 19, distant 50 feet Northeasterly, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as said main track was located prior to its removal; thence Southeasterly parallel with said (former) main track center line a distance of 180 feet, more or less, to a point distant 9 feet Northeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 60 (now removed), as said spur track was located prior to its removal; thence Southeasterly parallel with said (former) spur track center line a distance of 150 feet, more or less, to a point of tangency; thence Southwesterly radial to the last described course a distance of 0.5 feet; thence Southeasterly parallel with and distant 8.5 feet Northeasterly, measured at right angles from said (former) spur track center line, a distance of 155 feet, more or less, to a point on the Southwesterly extension of the Northwesterly line of Main Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin; thence Northeasterly along said Northwesterly line, extended, of Main Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin, a distance of 50 feet, more or less, to a point distant 110 feet Northeasterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line, said parallel line being also the Southwesterly line of Front Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin, a distance of 265 feet, more or less, to a point distant 50 feet Northwesterly, measured along said Southwesterly line of Front Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin, from intersection thereof with the Southwesterly extension of the Northwesterly line of Michigan Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin; thence Southwesterly at right angles to the last described course a distance of 52 feet, more or less, to a point distant 8.5 feet Northeasterly, measured radially, from said (former) spur track center line; thence Southeasterly parallel with said (former) spur track center line a distance of 161 feet, more or less, to a point on a line drawn at right angles to the Southwesterly line of said Front Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin, at a point thereon distant 110 feet Southeasterly from the intersection thereof with the Southwesterly extension of the Northwesterly line of Michigan Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin; thence Northeasterly radial to the last described course a distance of 0.5 feet; thence Southeasterly parallel with and distant 9 feet Northeasterly, measured radially from said (former) spur track center line, a distance of 25 feet, more or less, to a point distant 50 feet Northeasterly, measured radially, from the center line of the main track (now removed) of said Transportation Company, as located prior to its removal; thence Southeasterly parallel with said last described (former) spur track center line a distance of 170 feet, more or less, to a point distant 15 feet Northwesterly, measured at right angles, from the Northwesterly line of the foundation or wall of the most Northwesterly storage tank of the American Oil Company; thence Northeasterly parallel with the Southwesterly extension of the Northwesterly line of Ann Street, as shown on Plat of Village of Charlestown (Now Midway), LaCrosse County, Wisconsin, a distance of 60 feet, more or less, to a point distant 110 feet Northeasterly, measured radially, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 200 feet, more or less, to a point on the South line of said Section 19; thence Westerly along said South line of Section 19 a distance of 270 feet, more or less, to a point distant 50 feet Southwesterly, measured radially, from said original main track center line; thence Northwesterly, parallel with said original main track center line a distance of 1,000 feet, more or less, to a point on the West line of the Southeast Quarter of said Section 19; thence Northerly along said West line a distance of 115 feet, more or less, to the point of beginning.

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IN TOWNSHIP 17 NORTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, LACROSSE COUNTY, WISCONSIN

A strip of land 100 feet in width extending over and across: the Northeast Quarter of the Southeast Quarter, the South Half of the Northeast Quarter, and the Northwest Quarter, of Section 24; the Northeast Quarter of the Northeast Quarter of Section 23; the Southwest Quarter of the Southwest Quarter of Section 13; the Southeast Quarter, the North Half of the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter of Section 14; the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, of Section 15; the South Half of the Southwest Quarter of Section 10; Government Lots 1, 2, and 7, and the Northwest Quarter, of Section 9; the Northeast Quarter of the Northeast Quarter of Section 8; the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter, of Section 5; And the Northeast Quarter of the Northeast Quarter of Section 6, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 24, 23, 13, 14, 15, 9, 8, 5, and 6.

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ALSO:

That part of Government Lots 1 and 2, and the Southeast Quarter of the Southeast Quarter, of said Section 9, bounded and described as follows: Beginning at a point on the Southeasterly line of Lytles Road, distant 25 feet Northeasterly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as said main track was located prior to its removal; thence Southeasterly parallel with said (former) main track center line a distance of 480 feet; thence Northeasterly at right angles to the last described course a distance of 25 feet; thence Southeasterly parallel with and distant 50 feet Northeasterly, measured at right angles from said last described (former) main track center line, a distance of 30 feet, more or less, to a point on the East line of said Section 9; thence Southerly along said East line of Section 9 a distance of 90 feet, more or less, to a point distant 25 feet Southwesterly, measured at right angles, from said last described (former) main track center line; thence Northwesterly parallel with said last described (former) main track center line a distance of 690 feet, more or less, to a point on the center line of said Lytles Road; thence Southwesterly along said center line of Lytles Road a distance of 100 feet, more or less, to a point distant 125 feet Southwesterly, measured radially, from said original main track center line; thence Northwesterly parallel with said original main track center line a distance of 1,200 feet, more or less, to a point on a line drawn radially to said original main track center line at a point thereon distant 245 feet Northwesterly from the intersection thereof with the South line of said Lot 2; thence Northeasterly along said last described radial line a distance of 75 feet; thence Northwesterly parallel with and distant 50 feet Southwesterly, measured at right angles and radially from said original main track center line, to a point on the Northwesterly line of said Lot 2; thence Northeasterly along said Northwesterly line of Lot 2 to a point distant 100 feet Northeasterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 1,500 feet, more or less, to a point on the Southeasterly line of said Lytles Road; thence Southwesterly along said Southeasterly line of Lytles Road a distance of 75 feet, more or less, to the point of beginning.

IN TOWNSHIP 18 NORTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TREMPLEALEU COUNTY, WISCONSIN

A strip of land 100 feet in width extending over and across: the South Half, and the Southwest Quarter of the Northwest Quarter, of Section 31, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 31.

IN TOWNSHIP 18 NORTH, RANGE 9 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TREMPLEALEU COUNTY, WISCONSIN

A strip of land 100 feet in width extending over and across: the North Half of Section 36; the Southwest Quarter of the Southwest Quarter of Section 25; the East 62 Rods of Government Lot 2, the West 59 Rods of Government Lot 3, and Government Lot 4, of Section 26, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the LaCrosse, Trempealeau and Prescott Rail Road Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 36, 25, and 26.

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ALSO:

That part of the North Half of the Northwest Quarter of said Section 36, and the Southwest Quarter of the Southwest Quarter of said Section 25, bounded and described as follows: Commencing at a point on the West line of the Northeast Quarter of the Northwest Quarter of said Section 36, distant 50 feet Northeasterly, measured radially, from said original main track center line; thence Southeasterly parallel with said center line a distance of 160 feet to the point of beginning of the parcel of land herein described; thence Northwesterly parallel with said center line a distance of 1,210 feet; thence Northeasterly at right angles to the last described course a distance of 15 feet; thence Southeasterly parallel with and distant 65 feet Northeasterly, measured at right angles and radially from said center line, a distance of 1,205 feet, more or less, to a point on a line drawn radially to said center line through the point of beginning; thence Southwesterly along said last described radial line a distance of 15 feet to the point of beginning.

VCL 680 PAGE 855

ALSO:

A strip of land 66 feet in width extending over and across the West 22 Rods of Government Lot 2, and the East 25 Rods of Government Lot 3, in said Section 26, said strip of land being 33 feet in width on each side of said original main track center line.

ALSO:

A strip of land 100 feet in width extending over and across part of the Northwest Quarter of the Southwest Quarter of said Section 26, said strip of land being 50 feet in width on each side of said original main track center line, and lying Easterly of the center line of Gale Street, as located in the Noyes and Winkelman's Addition to Trempealeau, Trempealeau County, Wisconsin, being parts of Lots 1, 2, 3, 4 of Block 32, Lots 5, 6, 7 of Block 17, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 of Block 18, Noyes and Winkelman's Addition to Trempealeau.

ALSO:

That part of the Northwest Quarter of the Southwest Quarter of said Section 26, lying Westerly of the center line of said Gale Street, lying Southerly of the center line of Fourth Street, as located in the Noyes and Winkelman's Addition to Trempealeau, Trempealeau County, Wisconsin, and lying between lines parallel with and distant 33 feet Northeasterly and 33 feet Southwesterly, measured radially, from said original main track center line, being parts of Lots 1 and 2 of Block 19, Noyes and Winkelman's Addition to Trempealeau.

ALSO:

A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter, of said Section 26, said strip of land being 50 feet in width on each side of said original main track center line, and lying Northerly of the center line of said Fourth Street, being parts of Lots 2, 3, 4, 5 of Block 19, Lot 6 of Block 14, Lots 1, 2, 3, 4, 5, 8, 9, 10 of Block 13, Lots 7 and 8 of Block 12, Noyes and Jones Addition to Trempealeau.

ALSO:

That part of the Southeast Quarter of the Northeast Quarter of Section 27, bounded and described as follows: Beginning at a point on the East line of Chase Street, as located in the Noyes and Winkelman's Addition to Trempealeau, Trempealeau County, Wisconsin, distant 124 feet Northeasterly, measured at right angles, from the center line of the main track (now removed) of said Transportation Company, as originally located and established over and across said Section 27; thence Southeasterly parallel with said original main track center line a distance of 535 feet, more or less, to a point on the East line of said Section 27; thence Southerly along said East line of Section 27 a distance of 280 feet, more or less, to a point on the Easterly extension of the center line of Fifth Street; as located in the Noyes and Winkelman's Addition to Trempealeau, Trempealeau County, Wisconsin, thence Westerly along said center line of Fifth Street a distance of 60 feet, more or less, to a point distant 100 feet Southwesterly, measured at right angles, from said original main track center line; thence Northwesterly parallel with said original main track center line a distance of 430 feet, more or less, to a point on the East line of said Chase Street; thence Northerly along said East line of Chase Street a distance of 360 feet, more or less, to the point of beginning, being parts of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10 of Block 9, Lots 6, 7, 11, 12, 13, 14, of Block 8, Noyes and Winkelman's Addition to Trempealeau.

ALSO:

That part of the East Half of the Northeast Quarter of said Section 27, bounded and described as follows: Beginning at a point on the Easterly extension of the center line of the alley in Block 49 of the First Addition to Trempealeau, distant 50 feet Northeasterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 810 feet, more or less, to a point on the North line of Block 7 in Winkelman & Noyes Addition to Trempealeau; thence Easterly along

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the North line of said Block 7 a distance of 10 feet, more or less, to a point distant 57 feet Northeastly, measured at right angles, from said original main track center line; thence Southeastly along a straight line a distance of 135 feet, more or less, to a point on the East line of Lot 2 in said Block 7, distant 81.5 feet Northeastly, measured at right angles, from said original main track center line; thence Southeastly parallel with said original main track center line a distance of 100 feet, more or less, to a point on the West line of Chase Street; thence Southerly along said West line of Chase Street a distance of 270 feet, more or less, to a point on the North line of Sixth Street; thence Westerly along said North line of Sixth Street a distance of 15 feet, more or less, to a point distant 100 feet Southwestly, measured at right angles, from said original main track center line; thence Northwestly parallel with said original main track center line a distance of 1,240 feet, more or less, to a point on the West line of Lot 5 in said Block 49; thence Northerly along said West line, and the Northerly extension thereof, of said Lot 5, a distance of 105 feet, more or less, to a point on the center line of the alley in said Block 49; thence Easterly along the center line, and the Easterly extension thereof, of said alley, a distance of 110 feet, more or less, to the point of beginning, being parts of Lot 5 of Block 49, Lots 1 and 2 of Block 50, Lots 1, 2, 3, 4, 5 of Block 37, First Addition to Trempealeau, Lots 1, 2, 3, 4 of Block 3, Lots 3, 4, 5 of Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, of Block 7, Noyes and Winkelman's Addition to Trempealeau.

VCL 680 PAGE 856

ALSO:

That part of the North Half of the Northeast Quarter of said Section 27, bounded and described as follows: Beginning at a point on the center line of the alley in Block 49 of the First Addition to Trempealeau, distant 100 feet Southwestly, measured at right angles, from said original main track center line; thence Northwestly parallel with said original main track center line a distance of 305 feet, more or less, to a point on the center line of Jay Street; thence Northerly along said center line of Jay Street a distance of 85 feet, more or less, to a point distant 50 feet Southwestly, measured at right angles, from said original main track center line; thence Northwestly parallel with said original main track center line a distance of 275 feet, more or less, to a point on the center line of the alley in Block 57 in the First Addition to Trempealeau; thence Northerly along the center line, and the Northerly extension thereof, of said alley, a distance of 55 feet, more or less, to a point on the center line of Tenth Street; thence Westerly along said center line of Tenth Street a distance of 45 feet, more or less, to a point distant 50 feet Southwestly, measured at right angles, from said original main track center line; thence Northwestly parallel with said original main track center line a distance of 435 feet, more or less, to a point on the North line of said Section 27; thence Easterly along said North line of Section 27 a distance of 145 feet, more or less, to a point on the center line of Gray Street; thence Southerly along said center line of Gray Street a distance of 90 feet, more or less, to a point on the Westerly extension of the North line of Lot 4 in said Block 70; thence Easterly along the North line, and Westerly extension thereof, of said Lot 4, a distance of 50 feet, more or less, to a point distant 50 feet Northeastly, measured at right angles, from said original main track center line; thence Southeastly parallel with said original main track center line a distance of 1,055 feet, more or less, to a point on the center line of King Street; thence Southerly along said center line of King Street a distance of 25 feet, more or less, to a point on the Easterly extension of the center line of the alley in said Block 49; thence Westerly along the center line, and the Easterly extension thereof, of said alley, a distance of 175 feet, more or less, to the point of beginning, being parts of Lots 6, 7, 8, 9, 10 of Block 49, Lots 1, 2, 3, 10 of Block 56, Lots 7, 8, 9, 10 of Block 57, Lots 1, 2, 3, 4, 11, 12 of Block 70, Lots 7, 8, 9 of Block 69, First Addition to Trempealeau.

ALSO:

A strip of land 100 feet in width extending over and across part of the Southwest Quarter of the Southeast Quarter of Section 22, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) running from Onalaska to Winona, of said Transportation Company, as originally located and established over and across said Section 22, and lying Southeastly of the Southeastly line of a tract of land described by Quit Claim Deed dated April 3, 1979, between the Chicago and North Western Transportation Company and the State of Wisconsin, Department of Transportation.

Project I.D. 1000-25-64

Parcel No. 1

CENW - Form 2748-A-11 (6/72)

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This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 12th day of July, A.D., Nineteen Hundred and Eighty-two.

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THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By J. R. GRIMES Vice President

ATTEST:

B. A. CLEVENGER Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

[Signature]
R. F. [Name]
[Signature]
T. Cahill

STATE OF ILLINOIS)
COUNTY OF COOK) SS

238108

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I, M. Rush a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. GRIMES and B. A. CLEVENGER to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. GRIMES resides IN CHICAGO, ILLINOIS and that B. A. CLEVENGER resides IN CHICAGO, ILLINOIS and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority of its By-Laws as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12th day of July A.D., Nineteen Hundred and Eighty-two.

M. Rush NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My Commission as such Notary Public Expires: MARCH 16, 1985

This document was prepared by Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

STATE OF WISCONSIN Department of State ss.
Received this 1 day of NOV. A.D. 1982 at 2 o'clock P.M. and recorded in Vol. 52 of RRM on page 242-250
Del. Phillips Secretary of State

Page 9 of 9 Pages

OFFICE OF REGISTER OF DEEDS TREMPEREAU COUNTY, WIS.
REC. FOR RECORD OCT 6 1982
AT 9:00 O'CLOCK A.M.
VOL. 282 OF RECORDS PAGE 188
Neil Hegge REGISTER

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto WONEWOC DEVELOPMENT CORPORATION

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Juneau, and the State of Wisconsin

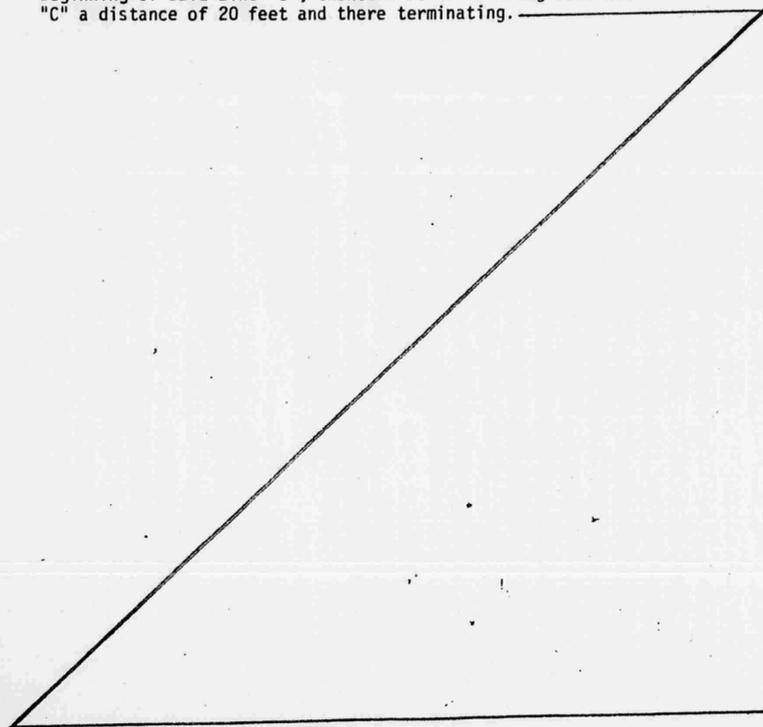
and described as follows, to wit:

That part of the Northeast Quarter of the Northwest Quarter of Section 35, Township 14 North, Range 2 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at a point on the center line of Jackson Street, distant 15 feet Northeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 292, as said spur track is now located; thence Northwesterly parallel with said spur track center line a distance of 150 feet to the point of beginning of the parcel of land herein described; thence Northeasterly at right angles to the last described course a distance of 60 feet; thence Northwesterly parallel with said spur track center line a distance of 10 feet, more or less, to a point on the Westerly extension of the North line of Lot 6 in Block 3 in the Village of Wonewoc; thence Easterly along said North line, and the Westerly extension thereof, of Lot 6, a distance of 45 feet, more or less, to a point distant 150 feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 35; thence Northwesterly parallel with said original main track center line a distance of 65 feet, more or less, to a point on the West line of said Block 3; thence Northerly along the West line, and the Northerly extension thereof, of said Block 3, a distance of 100 feet, more or less, to a point on the center line of Benton Street; thence Westerly along said center line of Benton Street a distance of 55 feet, more or less, to a point on a line hereinafter designated Line "A"; thence Southeasterly along said Line "A" a distance of 35 feet, more or less, to a point on a line hereinafter designated Line "B"; thence Southwesterly along said Line "B" a distance of 75.03 feet to a point on a line hereinafter designated Line "C"; thence Southwesterly along said Line "C"

a distance of 15 feet, more or less, to a point distant 9 feet Northeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track ICC No. 294, as said spur track is now located; thence Southeasterly parallel with said spur track center line a distance of 90 feet, more or less, to a point distant 9 feet Northeasterly, measured at right angles, from the center line of said spur track ICC No. 292; thence Southeasterly parallel with said last described spur track center line a distance of 125 feet, more or less, to a point on the West line of West Street; thence Northerly along said West line of West Street a distance of 20 feet, more or less, to a point distant 15 feet Northeasterly, measured at right angles, from said last described spur track center line; thence Northwesterly parallel with said last described spur track center line a distance of 50 feet, more or less, to the point of beginning.

DESCRIPTIONS FOR LINES "A", "B", AND "C":

Commencing at the intersection of the center line of Garden Street and the center line of the main track of the Chicago and Western Transportation Company, as said main track is now located; thence N 18°13' W along said main track center line a distance of 743.40 feet; thence N 71°47' E a distance of 50 feet; thence N 18°13' W a distance of 126.50 feet; thence N 69°35' E a distance of 39.48 feet; thence S 55°05' E a distance of 34.21 feet; thence N 71°47' E a distance of 15 feet to a point on said Line "A"; thence S 18°13' E along said Line "A" a distance of 102.78 feet to the point of beginning of said Line "B"; thence S 73°24' W along said Line "B" a distance of 75.03 feet to the point of beginning of said Line "C"; thence S 71°47' W along said Line "C" a distance of 20 feet and there terminating.



This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 12th day of October, A.D., Nineteen Hundred and Eighty-Two.



THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By J. R. Crimen Vice President

ATTEST:

C. STARK Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

H. E. Schuitem
H. E. SCHUITEM
J. F. Cahill
J. F. Cahill

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, **M. Rush** a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that **J. R. Grims** and **C. STARK** to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that **J. R. Grims** resides in Chicago, Illinois and that **C. STARK** resides Richton Park, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority of its By-Laws as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12th day of Oct A.D., Nineteen Hundred and Eighty-Two.

M. Rush
M. Rush NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My Commission as such Notary Public Expires: MARCH 16, 1985

This document was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN)
Department of State) ss.
Received this 3 day of Nov A. D. 1982 at 2 o'clock P. M. and recorded in Vol. 52 of PKM on page 251-254
Del Phillips
Secretary of State

INDEXED 271105

Register's Office)
Juneau County, Wis.) ss.
Received for record the 28 day of Oct 1982 A.D. at 10 o'clock A. M.
in & recorded in Vol. 282 of Records
pages 69-72
Judith Kalka
Register of Deeds

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, GRANTEE, over, upon, and across the following described real estate situated in the County of Janeau and the State of Wisconsin, to wit:

All that portion of the Chicago and North Western Transportation Company's right of way in the Village of Camp Douglas, being a part of the Northwest Quarter of the Northwest Quarter of Section 28, Township 17 North, Range 2 East and lying within 50.0 feet either side of the following described line:

Commencing at the Southwest corner of Section 21, Township 17 North, Range 2 East, thence Northerly along the West line of Section 21, 635.5 feet to a point hereinafter referred to as Point "X", thence South 69° 17' 29" East along the inside edge of the Eastbound pavement of Interstate Highway 90-94 (as laid out January 1, 1982) 538.36 feet, thence South 24° 35' 53" East along the centerline of C.T.H. "H" (as laid out January 1, 1982) 141.41 feet, thence South 27° 16' 56" East along the centerline of C.T.H. "H" 590.52 feet to the point of beginning of the line to be described which is also located on the reference line of U.S. Highway 12, thence South 88° 31' 31" West along the reference line of U.S.H. 12 (as laid out January 1, 1982) 166.82 feet to a point, said point being point of curve of radius of 1169.30 feet (from said point the long chord bears North 78° 06' 36" West 540.57 feet), thence Northwesterly along the arc of said curve 545.50 feet to the point of tangency to a line bearing North 64° 44' 43" West.

COPY TO REVENUE

AND ALSO:
All that portion of the Chicago and North Western Transportation Company's right of way in the Town of Orange, and in said village, all in the Southwest Quarter of the Southwest Quarter of Section 21, Township 17 North, Range 2 East lying between two lines located 165.0 feet northerly of and 100.0 feet Southerly of and parallel with the following described reference line:

The reference line beginning at aforesaid point "X", thence South 69° 17' 29" East along the inside edge of the eastbound pavement of Interstate Highway 90-94 (as laid out January 1, 1982) 719.50 feet.

Said parcel contains 1.09 acre, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate

and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement, maintenance or use of said described real estate or any part thereof for highway purposes.

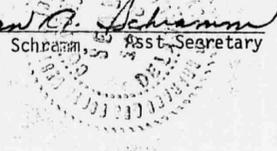
DATED this 1st day of September, 1982.

Signed, Sealed and Delivered in Presence of:

Cary Conzick
Mary A. Clancy

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey
Robert W. Mickey, Vice President
Attest Joan A. Schramm
Joan A. Schramm, Asst. Secretary



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, -- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, -- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of September, 1982.

Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois
Richard S. Kennerley

My Commission Expires: November 8, 1984



This instrument was prepared by Chicago and North Western Transportation Company, 271053
165 North Canal Street, Chicago, Illinois 60606

STATES OF WISCONSIN)
Department of State) ss.
Received this 18 day of
NOV A. D. 1982 at 2
o'clock P.M. and recorded in Vol.
52 of RRM
on page 255-257
Will Theeler
Secretary

Register's Office) SS
Juneau County Wis.)
Received for Record
OCT 25 1982
t 11:50 a .M. and Recorde:
in Vol. 281 of Records Page
688-690
William Kalha
REGISTER OF DEEDS

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Resolution dated August 28, 1980

796716

DEED OF RELEASE

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KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto EDGAR PACKING COMPANY, INC. -----

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Marathon, and the State of Wisconsin -----

and described as follows, to wit:

IN TOWNSHIP 28 NORTH, RANGE 4 EAST OF THE FOURTH PRINCIPAL MERIDIAN

A strip of land 100 feet in width extending over and across the West Half of the Southeast Quarter of Section 12, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Milwaukee, Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 12.

ALSO:

That part of the Northeast Quarter of the Southeast Quarter of said Section 12, bounded and described as follows: Beginning at a point on the West line of said Quarter - Quarter Section, distant 150 feet Northwestwardly, measured radially, from said original main track center line; thence Northeastwardly parallel with said center line, said parallel line being also the Southeastwardly line of Redwood Street, a distance of 185 feet, more or less, to the Northwest corner of a tract of land described by Quit Claim Deed dated December 13, 1966, between the Chicago and North Western Railway Company and The American Oil Company; thence Southerly along the Westerly line of said tract of land described by deed dated December 13, 1966, a distance of 98.75 feet to the Southwest corner thereof, being a point distant 75 feet Northwestwardly, measured radially, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as located prior to its removal; thence Northeastwardly parallel with said last described (former) main track center line, and along the Southeastwardly line of said tract of land, a distance of 115 feet, more or less, to the Southeast corner of said tract of land; thence Northerly along

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355 PAGE 300

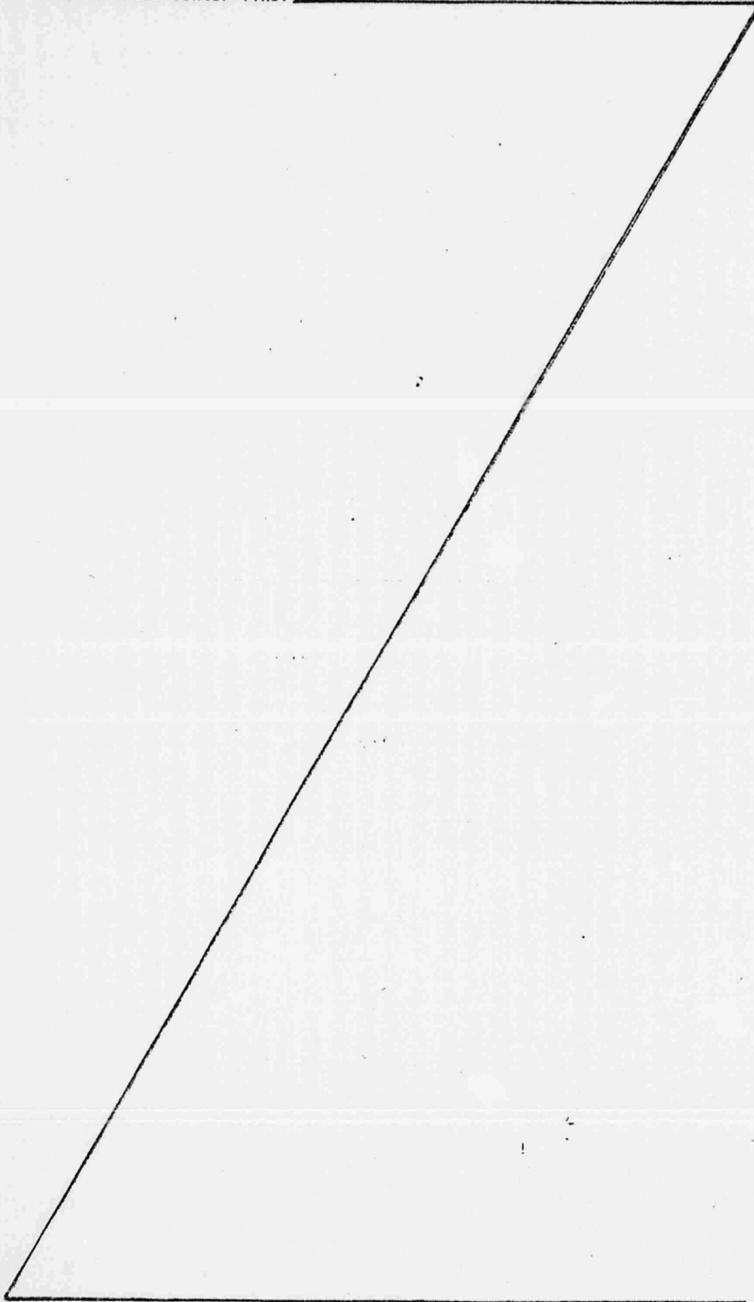
the Easterly line of said tract of land a distance of 107 feet, more or less, to the Northeast corner thereof, being a point on the Southeastwardly line of said Redwood Street; thence Northeastwardly along said Southeastwardly line of Redwood Street a distance of 23 feet, more or less, to a point distant 9 feet Southeastwardly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 129, (now removed) of said Transportation Company, as located prior to its removal; thence Southwestwardly parallel with said (former) spur track center line a distance of 140 feet, more or less, to a point distant 50 feet Northwestwardly, measured radially, from said last described (former) main track center line; thence Northeastwardly parallel with said last described center line a distance of 320 feet, more or less, to a point on the Southerly extension of the West line of Fifth Street; thence Southerly along said West line, extended, of Fifth Street, a distance of 15 feet, more or less, to a point on said West line, extended, distant 120 feet Southerly from the intersection thereof with the Southeastwardly line of said Redwood Street; thence Northeastwardly along a straight line a distance of 55 feet, more or less, to a point distant 9 feet Northerly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 127 (now removed), at the end thereof, as said spur track was located prior to its removal; thence Easterly parallel with said last described (former) spur track center line a distance of 475 feet, more or less, to a point on a line drawn at right angles to the Southerly line of said Redwood Street at a point thereon distant 200 feet Westerly from the intersection thereof with the West line of Third Street; thence Northerly along said last described right angle line a distance of 25 feet, more or less, to a point distant 50 feet Northerly, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as located prior to its removal; thence Easterly parallel with said last described (former) main track center line a distance of 200 feet, more or less, to a point on the West line of said Third Street; thence Northerly along said West line of Third Street a distance of 101 feet, more or less, to a point distant 150 feet Northerly, measured at right angles, from said original main track center line; thence Easterly parallel with said original main track center line a distance of 33 feet, more or less, to a point on the East line of said Section 12; thence Southerly along said East line of Section 12 a distance of 196 feet, more or less, to a point distant 45 feet Southerly, measured at right angles, from said original main track center line; thence Westerly parallel with said original main track center line a distance of 480 feet; thence Southerly radial to the last described course, a distance of 5 feet; thence Southwestwardly parallel with and distant 50 feet Southeastwardly, measured radially from said original main track center line, a distance of 885 feet, more or less, to a point on the West line of the Northeast Quarter of the Southeast Quarter of said Section 12; thence Northerly along said West line a distance of 230 feet, more or less, to the point of beginning.

IN TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE FOURTH PRINCIPAL MERIDIAN

A strip of land 100 feet in width extending over and across that part of the North Half of the Southwest Fractional Quarter of Section 7 lying Westerly of the East 50 feet thereof, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Milwaukee, Lake Shore and Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 7.

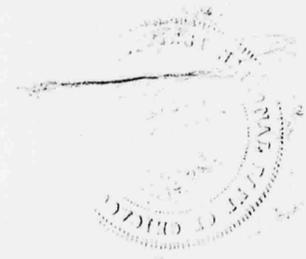
ALSO:

That part of the West 33 feet of the North Half of the Southwest Fractional Quarter of said Section 7 lying between lines parallel with and distant 50 feet and 150 feet, respectively, Northerly, measured at right angles from said original main track center line.



This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 15th day of November, A.D., Nineteen Hundred and Eighty-Two.



THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid,

By [Signature]
J. R. Grimes Vice President

ATTEST:

[Signature]
C. STARK Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

[Signature]
R. E. SCHUTEN
[Signature]
J. T. Cahill

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PARCEL 7:

That part of the Southeast Quarter of the Northeast Quarter (SE-1/4 of NE-1/4), Section Seventeen (17), Township Forty-eight (48) North, Range Fourteen (14) West of the Fourth Principal Meridian, according to the United States Government Survey thereof lying Northeastly of the Northeastly right-of-way line of the Duluth, Missabe and Iron Range Railway Company which line is fifty feet (50') distant Northeastly of the centerline of the mainline tracks of said Railway as presently located and constructed over, upon and through said SE-1/4 of NE-1/4, Section 17,

PARCEL 8:

That part of the Northeast Quarter of Northeast Quarter (NE-1/4 of NE-1/4), Section Seventeen (17), Township Forty-eight (48) North, Range Fourteen (14) West of the Fourth Principal Meridian, according to the United States Government Survey thereof lying Northeastly of the Northeastly right-of-way line of the Duluth, Missabe and Iron Range Railway Company which line is fifty feet (50') distant Northeastly of the centerline of the mainline tracks of said Railway as presently located and constructed over, upon and through said NE-1/4 of NE-1/4, Section 17,

PARCEL 10:

That part of the Northwest Quarter of the Northeast Quarter (NW-1/4 of NE-1/4), Section Seventeen (17), Township Forty-eight (48) North, Range Fourteen (14) West of the Fourth Principal Meridian, according to the United States Government Survey thereof lying Northeastly of the Northeastly right-of-way line of the Duluth, Missabe and Iron Range Railway Company which line is fifty feet (50') distant Northeastly of the centerline of the mainline tracks of said Railway as presently located and constructed over, upon and through said NW-1/4 of NE-1/4, Section 17,

Excepting from Parcels 8 and 10 the following described property:

PARCEL A:

All that part of the Northwest Quarter of the Northeast Quarter (NW-1/4 of NE-1/4), Section Seventeen (17), Township Forty-eight (48) North, Range Fourteen (14) West of the Fourth Principal Meridian, lying within the following described lines: commencing at a point on the East boundary line 35 feet Northeastly, as measured at right angles, from the mainline track of the Interstate Branch of the Duluth, Missabe and Iron Range Railway Company, as presently located and constructed over, upon and through said NW-1/4 of NE-1/4, thence in a Northwesterly direction 35 feet distant from and parallel to said mainline track 250 feet distant to the point of beginning; thence continuing in a straight line 35 feet distant from and parallel to the said mainline track, 150 feet distant; thence Northeastly at right angles from the last described course 165 feet distant; thence Southeastly at right angles from the last described course, 150 feet distant; thence Southwesterly at right angles to the last described course, 165 feet distant to the point of beginning, comprising an area of .57 acres more or less.

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PARCEL B:

All that part of the North Half of Northeast Quarter (N-1/2 of NE-1/4) Section Seventeen (17), Township Forty-eight (48) North, Range Fourteen (14) West of the Fourth Principal Meridian lying within the following described lines. Beginning at a point on the East boundary line of the NW-1/4 of NE-1/4, 35 feet Northeastly, as measured at right angles, from the mainline track of the Interstate Branch of the Duluth, Missabe and Iron Range Railway Company, as presently located and constructed over, upon and through said N-1/2 of NE-1/4, thence in a Northwesterly direction, parallel to and always 35 feet distant from said centerline of said mainline track, 250 feet distant; thence Northeastly, at right angles to the last described course, 165 feet distant; thence Southeastly at right angles to the last described course, 250 feet distant; thence Southwesterly, at right angles to the last described course, 165 feet distant to the point of beginning, comprising an area of .95 acres, more or less.

PARCEL C:

All that part of the Northwest Quarter of the Northeast Quarter (NW-1/4 of NE-1/4) Section Seventeen (17), Township Forty-eight (48) North, Range Fourteen (14) West of the Fourth Principal Meridian, comprising that portion of a former 100-foot right-of-way strip lying Northeastly of the Northeastly right-of-way line of the Duluth, Missabe and Iron Range Railway Company as presently located and constructed over, upon and through said NW-1/4 of NE-1/4, Section 17.

The foregoing conveyance is subject to the Certificate of Convenience and Necessity from the Transportation Commission of Wisconsin to the Grantee herein, and is further subject to the recorded easements for pipelines, power lines, railroads and to the leases from Grantor:

- (a) to George Anderson, James Anderson and Richard Anderson, Route 2, Box 1, Superior, Wisconsin, dated May 1, 1965, as extended.
- (b) to Randall L. Bradford, Route 2, Box 3C, Superior, Wisconsin 54880, dated January 1, 1979.
- (c) to Charles E. Lambert, Station B, P.O. Box 3025, Superior, Wisconsin 54880, dated January 1, 1979.
- (d) and to all other easements, restrictions, covenants and rights of way previously recorded or apparent on the premises.

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Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the herditaments and appurtenances unto the said party of the second part and to its assigns forever.

And the said Duluth, Missabe and Iron Range Railway Company, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its assigns and successors, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever except as set out herein, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part its assigns or successors, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever warrant and defend.

IN WITNESS WHEREOF, the said Duluth, Missabe and Iron Range Railway Company, party of the first part, has caused these presents to be signed by F. A. Fitzpatrick, its Vice President-Operations, and countersigned by R. N. Gentile, its Assistant Secretary, at Monroeville, Pennsylvania, and its corporate seal to be hereunto affixed, this 22nd day of November, 1982.

SIGNED AND SEALED IN THE PRESENCE OF:

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY:

By: F. A. Fitzpatrick
Vice President-Operations

COUNTERSIGNED:
R. N. Gentile
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

Personally came before me, this 22nd day of November, 1982, F. A. Fitzpatrick, Vice President-Operations, and R. N. Gentile, Assistant Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such F. A. Fitzpatrick, Vice President-Operations, and R. N. Gentile, Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as to the deed of said Corporation, by its authority.

Betty Jean Landgraaf

Notary Public, Commonwealth of Pennsylvania
My Commission Expires: Oct. 27, 1983

BETTY JEAN LANDGRAFF, Notary Public
MONROEVILLE, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
OCTOBER 27, 1983

This instrument drafted by:

Duluth, Missabe and Iron
Range Railway Company
210 Missabe Building
Duluth, Minnesota 55802

STATE OF WISCONSIN)
Department of State) ss.
Recorded this 21 day of
Dec 1982 at 8
52 A.M. and returned to Vol.
R.R.M.
263-267
Del Phillips

268

C&NW - Form 2748-A-10
(6/72)

Resolution Dated August 28, 1980

VOL 574 PAGE 42
DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, between Chicago and North Western Railway Company, a corporation duly organized under the laws of the State of Wisconsin, and said The First National Bank of Chicago, as supplemented and amended (Chicago and North Western Transportation Company, a Delaware corporation, being Successor Mortgagor), recorded in the office of the Secretary of State of the State of Wisconsin on June 6, 1944, in Volume 37 of Railroad Mortgages, Page 165, et seq, as supplemented and amended.

FOR AND IN CONSIDERATION of the payment of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

all of the right, title and interest and every claim and demand whatsoever which said Trustee may now have or claim to have acquired in, under, through, or by virtue of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, in and to the property situated in the County of Waupaca, and the State of Wisconsin

and described as follows, to wit:

The following described tracts of land in Waupaca County, State of Wisconsin, described as:

IN THE TOWNSHIP OF LARRABEE:
Strips of land 100.0 feet in width lying within 50.0 feet on either side of the centerline of the tracks of the Chicago and North Western Transportation Company's Clintonville-Marion line (abandoned) which centerline begins at milepost 157 at engineering station 29.59, said point being in the Northwest Quarter of the Northwest Quarter of Section 26, Township 25 North, Range 14 East, 402.0 feet Southeasterly of as measured along said centerline from its intersection with the north line of said Northwest Quarter of the Northwest Quarter and continues thence Northerly and Westerly from said point of beginning across said Northwest Quarter of the Northwest Quarter, the South half of the Southeast Quarter, the North Half of the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter, Section 22, Township 25 North, Range 14 East, the West Half of the Northeast Quarter, and the North Half of the Northwest Quarter, Section 21, Township 25 North, Range 14 East; the Southwest Quarter of the Southwest Quarter of Section 16, Township 25 North, Range 14 East; the East Half of the Southeast Quarter, West Half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, Section 17, Township 25 North, Range 14 East; the South Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 8, Township 25 North, Range 14 East; the Northeast Quarter of the Southeast Quarter, and the South Half of the Northeast Quarter, Section 7, Township 25 North, Range 14 East; the Southeast Quarter of the Southwest Quarter and the fractional Northwest Quarter of the Southwest Quarter, Section 6, Township 25 North, Range 14 East.

ID 1141-00-22

Parcel 1

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IN THE TOWNSHIP OF DUPONT:
Said centerline continues across the Northeast Quarter of the Southeast Quarter of Section 1, Township 25 North, Range 13 East to milepost 162.81 on said centerline at the West line of said Northeast Quarter of the Southeast Quarter, Section 1.

Said parcels contain 58.31 acres, more or less.

411591

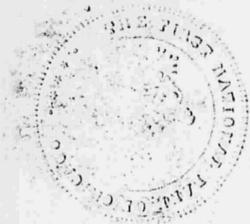
REGISTER'S OFFICE
WAUPACA COUNTY, WIS.
RECEIVED FOR RECORD

NOV 8 1982

9:20 AM
Vol 574 Page 42
Jean B. Davis Register

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Trust, as supplemented and amended, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said THE FIRST NATIONAL BANK OF CHICAGO, as Trustee as aforesaid, has caused its name to be signed to this deed of release by a Vice President or by an Assistant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 12th day of October, A.D., Nineteen Hundred and Eighty-Two.



THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee as aforesaid,

By J. R. Grimes Vice President

ATTEST:

C. Stark
C. STARK Trust Officer

WITNESSES:
TO THE SIGNATURES OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHICAGO:

[Signature]
[Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, M. Rush a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. Grimes and C. STARK to me personally known and known to me to be, respectively, a Vice President and a Trust Officer of THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that J. R. Grimes resides in Chicago, Illinois and that C. STARK resides Richton Park, Illinois and they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority of its By-Laws as the free and voluntary act and deed of said Association, and as their own free and voluntary act; that they know the seal of said Association; that the seal affixed to said instrument is the seal of said Association; and that said Association executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12th day of October, A.D., Nineteen Hundred and Eighty-Two.

M. Rush
M. Rush NOTARY PUBLIC
In and for the County of Cook in the
State of Illinois

My Commission as such
Notary Public Expires: MARCH 16, 1985

This document was prepared by Chicago and North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606.
STATE OF ILLINOIS)
Department of State) SS
Received this 29 day of
Dec A. D. 1982 at 2
o'clock P. M. and recorded in Vol.
52 of RRM
on page 268-271
[Signature]
Secretary of State

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234 Authorization No. P-1097

EASEMENT DEED NO. 82985

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the CITY OF JANESVILLE, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the City of Janesville, County of Rock, and the State of Wisconsin, to wit:

A parcel of land in the Northeast Quarter, Section 2, Township 2 North, Range 12 East, and the Northwest Quarter, Section 1, Township 2 North, Range 12 East thereof, located from a highway reference line described as follows: Beginning at a point 45 feet East of the Southeast corner of Lot 15, Block 4, Overlook Heights Addition, City of Janesville: Thence North along the West line of said Section 1, also being the centerline of Center Avenue, 535 feet. Said parcel includes all that land of the Grantor lying between the above-described reference line and a line described as follows: 45 feet Easterly of and parallel to the above-described reference line for the first 50 feet as measured along said reference line; on a straight line from a point 45 feet to a point 70 feet, both points being Easterly of and normal to the above-described reference line for the next 100 feet as measured along said reference line; on a straight line from a point 70 feet to a point 52 feet, both points being Easterly of and normal to the above-described reference line for the next 100 feet as measured along said reference line; 52 feet Easterly of and parallel to the above-described reference line for the next 50 feet as measured along said reference line. Said parcel also includes all that land of the Grantor lying between the above-described reference line and a line described as follows: 45 feet Westerly of and parallel to the above-described reference line for the last 50 feet of the first 250 feet as measured along said reference line; on a straight line from a point 45 feet to a point 70 feet, both points being Westerly of and normal to the above-described reference line for the next 90 feet as measured along said reference line; 70 feet Westerly of and parallel to the above-described reference line for the last 195 feet as measured along said reference line. Said parcel, exclusive of land already in use for highway purposes, contains 7,175 square feet, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

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235 Authorization No. P-1097
EASEMENT DEED NO. 82985

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of maintaining or using said described real estate or any part thereof for highway purposes.

DATED this 12th day of October, 1982.

Signed, Sealed and Delivered in Presence of:

Chas. Pawick
Mary A. Clancy

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By *Robert W. Mickey*
Robert W. Mickey, Vice President

Attest *Joan A. Schramm*
Joan A. Schramm, Assistant Secretary



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schram, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Asst. Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12th of October, 1982.

Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois
Richard S. Kennerley

My Commission Expires: November 8, 1984

STATE OF WISCONSIN
Department of State
Received this 23 day of Dec A. D. 1982 at 2 o'clock P. M. and recorded in Vol. 52 of RRN on page 272, 274
Richard S. Kennerley
Notary Public
Registry of State

12
Via Regt. of Transportation
1317 Applegate Rd
P.O. Box 7877
Madison, WI 53707
Chap
gdb

Loane
D. P. C.

RECORDER
CARD # 119
IMAGE # 234-236
Nov 15 9 09 AM '82
ESTHER A. GAGE
REGISTER OF DEEDS
ROCK CO. WISC. 53543

950026

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under the Wisconsin Railroad Corporation Law, Chapter 190 of the Wisconsin Statutes.

Article 1.

The name of the corporation is:

ELKHORN & WALWORTH RAILROAD CORP.

Article 2.

The period of existence shall be - permanent.

Article 3.

The purpose shall be to have all of the powers by law conferred upon railroad corporations as provided in Chapter 190 Wisconsin Statutes and other applicable laws.

Article 4.

The places from and to which such railroad is to be maintained and operated shall be from:

- a) Janesville to Bardwell to Walworth, Wisconsin,
- b) Bardwell to Elkhorn, Wisconsin.

Article 5.

The length of such railroad is approximately 34 miles and the names of the Counties in this State through or into which it is made are: Rock and Walworth, all in the State of Wisconsin.

Article 6.

The aggregate number of shares which the corporation shall have authority to issue is as follows:

Class	Number of Shares	Par Value
Common	200,000	\$.10 per share

Only one class of shares shall be issued.

Article 7.

The names and residences of the directors of the corporation who shall manage its affairs for the first year and until others are chosen, and the number of shares to which each has subscribed, are as

DAVID M. WISCONSIN
4444
1982
\$70.00

follows:

Name and Address	Signature	Subscription and Number of Shares
DAVID C. WILLIAMS W282 So. 3581 Ringneck Court Waukesha, Wisconsin 53186	<i>David C. Williams</i>	14,999
BETTIANN WILLIAMS W282 So. 3581 Ringneck Court Waukesha, Wisconsin 53186	<i>Bettiann Williams</i>	1
JOHN A. ZERBEL 4685 Parkhurst Drive Brookfield, WI 53005	<i>John A. Zerbel</i>	14,999
EVELYN L. ZERBEL 4685 Parkhurst Drive Brookfield, WI 53005	<i>Evelyn L. Zerbel</i>	1
MICHAEL D. CARLSON W232 N6633 Waukesha Avenue Sussex, Wisconsin 53089	<i>Michael D. Carlson</i>	1

Article 8.

The address of initial registered office is:
4040 North Calhoun Road
Brookfield, Wisconsin 53005.

Article 9.

The name of the initial registered agent at such address is:
JOHN A. ZERBEL.

Article 10.

These articles may be amended in the manner authorized by law at the time of amendment.

Article 11.

The name and address of the incorporators are:

Name	Address
DAVID C. WILLIAMS	W282 S3581 Ringneck Court Waukesha, Wisconsin 53186
BETTIANN WILLIAMS	W282 S3581 Ringneck Court Waukesha, Wisconsin 53186

JOHN A. ZERBEL 4685 Parkhurst Drive
Brookfield, Wisconsin 53005

EVELYN L. ZERBEL 4685 Parkhurst Drive
Brookfield, Wisconsin 53005

MICHAEL D. CARLSON W232 N6633 Waukesha Avenue
Sussex, Wisconsin 53089

Executed in duplicate on the 14th day of January, 1983.

David C. Williams
David C. Williams

Bettiann Williams
Bettiann Williams

John A. Zerbel
John A. Zerbel

Evelyn L. Zerbel
Evelyn L. Zerbel

Michael D. Carlson
Michael D. Carlson

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 14th day of January, A.D., 1983, the above named, David C. Williams, Bettiann Williams, John A. Zerbel, Evelyn L. Zerbel and Michael D. Carlson, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Rosemary M. Williams
Notary Public, Wisconsin (Notarial Seal)
My Commission: 3/21/84

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AFFIDAVIT

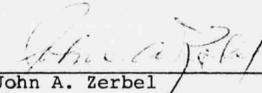
STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

JOHN A. ZERBEL, being first duly sworn, deposes and says:

1. That he has been named in the Articles of Incorporation as one of the five directors of ELKHORN & WALWORTH RAILROAD CORP., a Wisconsin Railroad Corporation which office he has accepted.

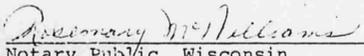
2. That he has examined the signatures of all of the five directors appended to the said Articles of Incorporation and knows of his own knowledge that each of said signatures is the valid signature of the director whose name it represents.

3. That it is intended in good faith to maintain and operate the railroad mentioned in said Articles of Incorporation.



John A. Zerbel

Subscribed and sworn to before me
this 14th day of January, 1983.



Notary Public, Wisconsin

My Commission expires: 3/31/83

AFFIDAVIT

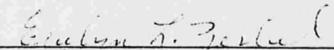
STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

EVELYN L. ZERBEL, being first duly sworn on oath, deposes and says:

1. That she has been named in the Articles of Incorporation as one of five directors of ELKHORN & WALWORTH RAILROAD CORP., a Wisconsin Railroad Corporation which office she has accepted.

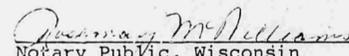
2. That she has examined the signatures of all of the five directors appended to the said Articles of Incorporation and knows of her own knowledge that each of said signatures is the valid signature of the director whose name it represents.

3. That it is intended in good faith to maintain and operate the railroad mentioned in said Articles of Incorporation.



Evelyn L. Zerbel

Subscribed and sworn to before me
this 14th day of January, 1983.



Notary Public, Wisconsin

My Commission expires: 3/31/84

AFFIDAVIT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

DAVID C. WILLIAMS, being first duly sworn, deposes and says:

1. That he has been named in the Articles of Incorporation as one of five directors of ELKHORN & WALWORTH RAILROAD CORP., a Wisconsin Railroad Corporation which office he has accepted.

2. That he has examined the signatures of all of the five directors appended to the said Articles of Incorporation and knows of his own knowledge that each of said signatures is the valid signature of the director whose name it represents.

3. That it is intended in good faith to maintain and operate the railroad mentioned in said Articles of Incorporation.

David C. Williams

David C. Williams

Subscribed and sworn to before me
this 14th day of January, 1983.

Thomas J. McWilliams

Notary Public, Wisconsin

My Commission expires: 3/2/84

STATE OF WISCONSIN)
Department of State
Notarized on <u>17th</u> day of
<u>Feb</u> 19 <u>83</u>
At <u>A</u> in Vol.
<u>52 RKM</u>
<u>275-282</u>
<i>Douglas La Follette</i> _____ Secretary of State

*RAILROAD
ARTICLES*

STATE OF WISCONSIN
FILED

FEB 17 1983

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

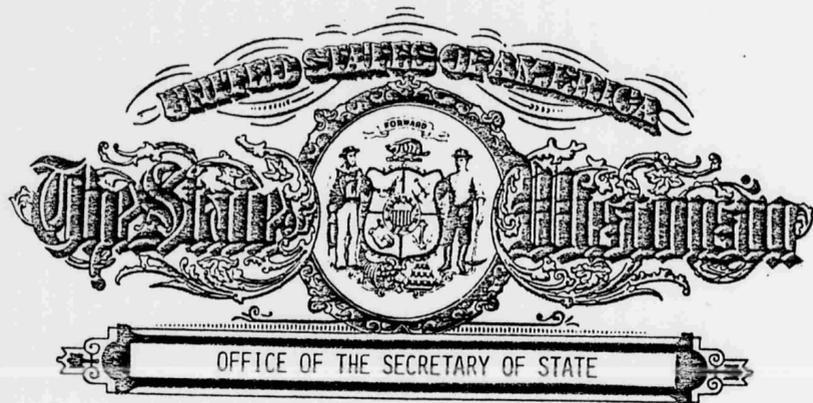
\$70.00

BC:

POLACHEK and HARRIS
1100 Empire Building
710 North Plankinton Avenue
Phone: 276-1941
MILWAUKEE, WISCONSIN 53203

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TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that, on February 17, 1983, Articles of Incorporation were filed in my office, and the filing fee paid, under the provisions of Chapter 190 of the Wisconsin Statutes, which Articles provide:

NAME: ELKHORN AND WALWORTH RAILROAD CORP

CAPITAL STOCK: 200,000 COMMON SHARES AT \$.10 PAR VALUE

PURPOSE FOR WHICH ORGANIZED: ALL POWERS CONFERRED BY CHAPTER 190, WIS STAT., AND OTHER APPLICABLE LAWS.

Therefore, the State of Wisconsin does hereby grant unto the said Railroad corporation the powers and privileges conferred by the Wisconsin Statutes for the purposes stated and in accordance with said Articles.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State in the City of Madison, this 17th. day of February, 1983.

Douglas La Follette
DOUGLAS LA FOLLETTE
Secretary of State



STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

1765359

VOL 4148 PAGE 65

STATEMENT OF RELEASE OF INTEREST UNDER SECTION 85.09, WIS. STATS.

TO WHOM IT MAY CONCERN:

This is to inform you that the State of Wisconsin, Department of Transportation, hereby releases any interest or right it may have by virtue of Section 85.09, Wis. Stats., as created by Chapter 34, Laws of 1979 in property identified as being Part of Lots Eight (8) and Seventeen (17) and vacated alley 16.5 feet in width, all located in Hoyts Subdivision of Outlot No. 3 in University Addition, being,

A parcel of land situated in the South Half of the Northwest Quarter of Section 23, Township 7 North, Range 9 East of the Fourth Principal Meridian at Madison, Dane County, Wisconsin, said parcel of land being more particularly described as follows: Begin at the Northwest corner of Lot 17 in Hoyt's Subdivision of Outlot No. 3 of the University Addition to the City of Madison, said point being on the East line of 56.9 foot wide Park Street, 150 feet South from the South line of 66 foot wide Dayton Street, and run East along the North line of said Lot 17, along the easterly extension thereof, and along the North line of Lot 8 in said Hoyt's Subdivision, 362 feet, more or less, to the West line of 66 foot wide Murray Street; thence South along said West line of Murray Street, 40 feet, more or less, to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of the northerly most track of a line of railroad conveyed by Grantor to the State of Wisconsin, Department of Transportation by deed dated December 29, 1980; thence westerly along said parallel and/or concentric line, being along Grantor's South property line, 363 feet, more or less, to a point and corner in the aforesaid East line of Park Street; thence North along said East line of Park Street, 37 feet, more or less, to return to the point of beginning.

Signed at Madison, Wisconsin, this 5th day of January, 1983.

Witnessed By:

Bonnie Salmer

Paul Heitmann
Wisconsin Department of Transportation

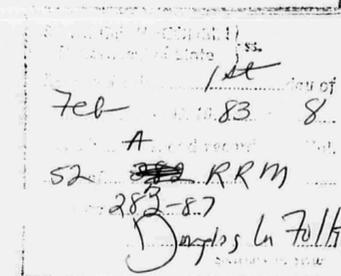
Lynn M. Beuschel

On this 5th day of January, 1983, before me *Paul Heitmann* the undersigned officer of the State of Wisconsin, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Barbara J. Wastline
Notary Public

My Commission Expires: May 5, 85



REGISTRY OFFICE
DANE COUNTY, WIS. SS
RECORDS DIVISION
JAN 17 3 34 PM '83
VOL 4148 PAGE 65
REGISTER OF DEEDS

400 CH

284

285

1765360

RELEASE

VOL 4148 PAGE 66

VOL 4148 PAGE 67

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co., Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York:

NOW THEREFORE,

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee, in consideration of One Dollar (\$1.00) to it in hand paid and other valuable consideration, does hereby, pursuant to the terms and conditions contained in the deed of trust or mortgage from ILLINOIS CENTRAL RAILROAD COMPANY to Guaranty Trust Company of New York, Trustee, dated November 1, 1949, known as the Consolidated Mortgage, said Mortgage and the several supplements thereto having been recorded, respectively,

in the County of Dane

DATE	RECORDING OFFICE	BOOK AND PAGE
November 1, 1949	Secretary of State	41 RR 235
June 1, 1952	" " "	44 RR 153
August 1, 1952	" " "	44 RR 221
January 1, 1954	" " "	45 RR 16
August 1, 1954	" " "	45 RR 288
September 15, 1954	" " "	45 RR 300
August 10, 1972	" " "	411 RR 145
October 15, 1974	Register of Deeds Secretary of State	539 RR 199 50 RR 252
October 1, 1977	Register of Deeds Secretary of State	887 RR 262 50 RR 530

release from the lien and operation of said deed of trust or mortgage, including the supplements hereinabove referred to, unto ILLINOIS CENTRAL GULF RAILROAD COMPANY such part of the property described or referred to in said deed of trust or mortgage or supplements thereto as is situated in the County of Dane State of Wisconsin, and more particularly described as follows:

Part of Lots Eight (8) and Seventeen (17) and vacated alley 16.5 feet in width all located in Hoyts Subdivision of Outlot No. 3 in University Addition, being A parcel of land situated in the South Half of the Northwest Quarter of Section 23, Township 7 North, Range 2 East of the Fourth Principal Meridian in Madison, Dane County, Wisconsin, said parcel of land being more particularly described as follows: Begin at the Northwest corner of Lot 17 in Hoyt's Subdivision of Outlot No. 3 of the University Addition to the City of Madison, said point being on the East line of 56.9 foot wide Park Street, 150 feet South from the South line of 66 foot wide Dayton Street, and run East along the North line of said Lot 17, along the easterly extension thereof, and along the North line of Lot 8 in said Hoyt's Subdivision, 362 feet, more or less, to the West line of 66 foot wide Murray Street; thence South along said West line of Murray Street, 40 feet, more or less, to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of the northerlymost track of a line of railroad conveyed by Grantor to the State of Wisconsin, Department of Transportation by deed dated December 29, 1930; thence westerly along said parallel and/or concentric line, being along Grantor's South property line, 363 feet, more or less, to a point and corner in the aforesaid East line of Park Street; thence North along said East line of Park Street, 37 feet, more or less, to return to the point of beginning.

(Cont'd. Page 2)

REGISTRY OFFICE
DANE COUNTY, WISCONSIN
JUN 17 3 35 PM 1978
VOL 4148
PAGE 66
CAROL M. LAURIE
REGISTER OF DEEDS

1050

without, however, releasing from the lien and operation of said deed of trust or mortgage, or any supplement thereto, any other property now or hereafter subject thereto.

IN WITNESS WHEREOF, said Morgan Guaranty Trust Company of New York, as Trustee aforesaid, has caused its corporate name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized as of this 16th day of December, 1982.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee aforesaid

BY: [Signature]
J. M. Crean TRUST OFFICER

ATTEST:

BY: [Signature]
J. M. Gaudioso

THIS INSTRUMENT PREPARED BY:

Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 50601

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

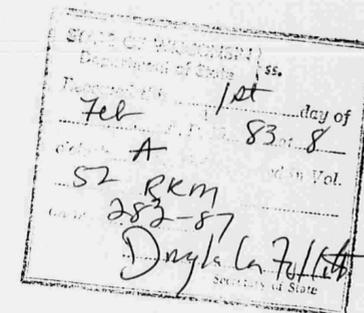
I, Harold Robinson, a Notary Public in and for the said County and State, hereby certify that J. M. Crean, Trust Officer of the aforesaid Morgan Guaranty Trust Company of New York, who is personally known to me and known to be such Trust Officer of said corporation and the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and in said State and County and being by me duly sworn did say that he was on the date of the execution of the said instrument Trust Officer of the said corporation; and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and he acknowledged that he, being informed of the contents of the said instrument as such Trust Officer, signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Trust Officer as his own free and voluntary act as said Trust Officer and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by J. M. Gaudioso as Assistant Secretary of said corporation.

GIVEN under my hand and seal of office in New York, New York County, State of New York, this 16th day of December, 1982.

Harold Robinson
Notary Public

My Commission expires:

HAROLD ROBINSON
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-731142
Commission Expires March 30, 1984



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Executed in 15 counterparts of
which this is counterpart No. 5

SATISFACTION AND BILL OF SALE

WHEREAS, by a certain Lease of Railroad Equipment dated August 1, 1967, First National City Bank, as Trustee, hereinafter referred to as the "Trustee", under an Agreement dated August 1, 1967, creating an equipment trust designated "GREAT NORTHERN RAILWAY THIRD EQUIPMENT TRUST OF 1967", by and among Burlington Equipment Company, as Vendor, First National City Bank (now Citibank, N.A.) and Great Northern Railway Company (now by merger Burlington Northern Railroad Company), hereinafter referred to as the "Company", did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment the railroad equipment described therein;

WHEREAS, said Lease, together with the related Agreement, was recorded with the Interstate Commerce Commission on August 25, 1967 as ICC Recordation No. 4491;

WHEREAS, by Article Second of said Lease, the Trustee agreed that upon full and final payment of the rent and other monies which the Company had thereunder covenanted to pay, the Trustee would sell, assign and transfer, or cause to be sold, assigned and transferred to the Company, as its absolute property, all of the trust equipment then held

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under the Lease, and to evidence such sale and transfer by a proper bill of sale so that thereupon and thereafter the absolute ownership in said trust equipment should be and become vested in the Company;

WHEREAS, the Company has fully paid all of the rent and all of the payments which it agreed to make in accordance with the provisions of said Lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That, Citibank, N.A., Trustee under said Equipment Trust dated as of August 1, 1967, in pursuance of the terms and conditions of said Lease and of said Agreement above referred to, and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Burlington Northern Railroad Company, the Company, the receipt of which is hereby acknowledged, does hereby release, assign, sell, transfer and deliver to the Company, its successors and assigns, all right, title and interest of said Trustee in and to the railroad equipment described in said Lease or in any Supplements thereto, but without representation as to the correctness of the numbering of such equipment or as to whether or not it is in existence and now in the possession of said Company without covenants or warranties express or implied and without recourse to Citibank, N. A. in any event. A description of said equipment is attached hereto.

TO HAVE AND TO HOLD the same unto the said Company, its successors and assigns, forever.

This Bill of Sale is simultaneously executed in several counterparts, each of which, so executed, is deemed to be an original, and such counterparts together constitute but one and the same instrument.

IN WITNESS WHEREOF, Citibank, N.A., as Trustee as aforesaid, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto duly affixed and attested by its officers thereunto duly authorized this 14th day of FEBRUARY, 1983.

CITIBANK, N.A.

By [Signature]
Senior Trust Officer

ATTEST:

[Signature]
Trust Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On this 14th day of FEBRUARY, 1983, before me personally appeared RAMON E. J..., to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]

(NOTARIAL SEAL)

ENZO L. CARBONARI
Notary Public, State of New York
No. 43-5002703
Qualified in Richmond County
Cert. filed in New York County
Term expires March 30, 1984

SCHEDULE A

No. of Units	Description	Equipment	Numbered
10	1500 H.P. Switching Locomotives	GN	200 (BN 300), 201 (BN 301), 202 (BN 302), 203 (BN 303), 204 (BN 304), 205 (BN 305), 206 (BN 306), 207 (BN 307), 208 (BN 308), 209 (BN 309)
280	Covered Hopper Cars		172400 (BN 458000), 172401, 172402 (BN 458002), 172403 (BN 458003), 172404-172406, 172407 (BN458007) 172408 (BN458008) 172409 (BN458009) 172410, (BN 458010), 172411, 172412 (BN 452168), 172413-172415, 172416 (BN 458016), 172417-172420, 172421 (BN 458021), 172422-172423, 172425, 172427-172428, 172429 (BN 458029), 172430-172431, 172433 (BN 458033), 172434, 172435 (BN 458035), 172436 (BN 458036), 172437-172439, 172440 (BN 458040), 172441-172444, 172445 (BN 458045), 172446-172447, 172448 (BN 458048), 172449 (BN 458049), 172450-172451, 172452 (BN 458052), 172453-172458, 172459 (BN 458059), 172460-172466, 172468 (BN 458068), 172469, 172470 (BN 458070), 172471, 172472 (BN 458072), 172473, 172475,

No. of Units	Description	Equipment	Numbered
		GN	172477-172479, 172480 (BN 458080), 172481 (BN 458081), 172482 (BN 458082), 172483, 172484 (BN 458084), 172485-172494, 172496, 172497 (BN 458097), 172498-172500, 172503 (BN 458103), 172504 (BN 458104), 172505-172508, 172510, 172511 (BN 458111), 172512-172513, 172514 (BN 458114), 172515-172517, 172518 (BN 458118), 172519, 172520 (BN 458120), 172521, 172522 (BN 458122), 172523-172524, 172525 (BN 458125), 172526, 172527 (BN 458127), 172528, 172529 (BN 458129), 172530-172539, 172540 (BN 458140), 172541-172542, 172543 (BN 458143), 172544-172545, 172546 (BN 458146), 172547-172555, 172556 (BN 458156), 172557-172559, 172560 (BN 458160), 172561-172562, 172564-172565, 172566 (BN 452319), 172567-172571, 172572 (BN 458172), 172573, 172574 (BN 458174), 172575-172580, 172581 (BN 458181), 172582-172583, 172584 (BN 458184), 172585 (BN 458185), 172586,

No. of Units	Description	Equipment	Numbered
GN			172587 (BN 458187), 172588 (BN 458188), 172589 (BN 458189), 172590, 172592, 172593 (BN 458193), 172594, 172595 (BN 458195), 172597, 172598 (BN 458198), 172599-172600, 172601 (BN 458201), 172602 (BN 458202), 172603 (BN 458203), 172604 (BN 458204), 172605 (BN 458205), 172606-172613, 172614 (BN 458214), 172615-172617, 172618 (BN 458218), 172619-172622, 172623 (BN 458223), 172624-172626, 172627 (BN 458227), 172628, 172631-172633, 172634 (BN 458234), 172635, 172636 (BN 458236), 172637-172639, 172640 (BN 458240), 172641-172648, 172649 (BN 458249), 172650 (BN 458250), 172651-172652, 172653 (BN 458253), 172654-172663, 172664 (BN 458264), 172665-172668, 172669 (BN 458269), 172670 (BN 458270), 172671, 172672 (BN 458272), 172673, 172675 (BN 458275), 172676-172677, 172678 (BN 452432), 172679 (BN 458279), 172681-172682, 172683 (BN 458283), 172684 (BN 458284), 172685-172686, 172687 (BN 458287),

No. of Units	Description	Equipment	Numbered
			GN 172688, 172691, 172692 (BN 458192), 172693-172697, 172699,
2	Covered Hopper Cars	GN	71678 (BN 410019), 71684
1	Flat Car	GN	60743 (BN 610403),
2	Open Top Hopper Cars	BN	520610, BN 520611,
1	Airslide Covered Hopper Car	BN	413353
1	Caboose	BN	12293

STATE OF WISCONSIN
 Department of State
 Received this 28th day of
Feb A. D. 1983 at 8
 o'clock A. M. and recorded in Vol.
52 RRM
 on pages 288-295
Joseph L. Fulk
 Secretary of State

Executed in 15 counterparts of which this is counterpart No. 15

SATISFACTION AND BILL OF SALE

WHEREAS, by a certain Lease of Railroad Equipment dated July 1, 1967, First National City Bank, as Trustee, hereinafter referred to as the "Trustee", under an Agreement dated July 1, 1967, creating an equipment trust designated "GREAT NORTHERN RAILWAY SECOND EQUIPMENT TRUST OF 1967", by and among Burlington Equipment Company, as Vendor, First National City Bank (now Citibank, N.A.) and Great Northern Railway Company (now by merger Burlington Northern Railroad Company), hereinafter referred to as the "Company", did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment the railroad equipment described therein;

WHEREAS, said Lease, together with the related Agreement, was recorded with the Interstate Commerce Commission on July 10, 1967 as ICC Recordation No. 4430;

WHEREAS, by Article Second of said Lease, the Trustee agreed that upon full and final payment of the rent and other monies which the Company had thereunder covenanted to pay, the Trustee would sell, assign and transfer, or cause to be sold, assigned and transferred to the Company, as its absolute property, all of the trust equipment then held

under the Lease, and to evidence such sale and transfer by a proper bill of sale so that thereupon and thereafter the absolute ownership in said trust equipment should be and become vested in the Company;

WHEREAS, the Company has fully paid all of the rent and all of the payments which it agreed to make in accordance with the provisions of said Lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That, Citibank, N.A., Trustee under said Equipment Trust dated as of July 1, 1967, in pursuance of the terms and conditions of said Lease and of said Agreement above referred to, and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Burlington Northern Railroad Company, the Company, the receipt of which is hereby acknowledged, does hereby release, assign, sell, transfer and deliver to the Company, its successors and assigns, all right, title and interest of said Trustee in and to the railroad equipment described in said Lease or in any Supplements thereto, but without representation as to the correctness of the numbering of such equipment or as to whether or not it is in existence and now in the possession of said Company without covenants or warranties express or implied and without recourse to Citibank, N. A. in any event. A description of said equipment is attached hereto.

TO HAVE AND TO HOLD the same unto the said Company, its successors and assigns, forever.

This Bill of Sale is simultaneously executed in several counterparts, each of which, so executed, is deemed to be an original, and such counterparts together constitute but one and the same instrument.

IN WITNESS WHEREOF, Citibank, N.A., as Trustee as aforesaid, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto duly affixed and attested by its officers thereunto duly authorized this 14TH day of FEBRUARY, 1983.

CITIBANK, N.A.

By [Signature]
Senior Trust Officer

ATTEST:

[Signature]
Trust Officer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On this 14TH day of FEBRUARY, 1983, before me personally appeared RALEIGH E. JOHNSON, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]

(NOTARIAL SEAL)

ENZO L. CARROZZI
Notary Public, State of New York
No. 43-55002-02
Qualified in Richmond County
Cert. filed in New York County
Term expires March 30, 1984

300

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SCHEDULE A

<u>No. of Units</u>	<u>Description</u>	<u>Equipment</u>	<u>Numbered</u>
8	3600 HP Road Freight Locomotives	GN	326 (BN 6592), 327 (BN 6593), 328 (BN 6594), 329 (BN 6595), 330 (BN 6596), 331 (BN 6597), 332 (BN 6598), 333 (BN 6599)
282	Covered Hopper Cars		172100-172101, 172102 (BN 457602), 172103 172104 (BN 457604), 172105-172114, 172115 (BN 451873), 172116-172117, 172118 (BN 457618), 172119, 172120 (BN 457620), 172122-172125, 172126 (BN 457626), 172127-171230, 172131 (BN 457631), 172132-172143, 172144 (BN 457644), 172145-172146, 172147 (BN 457647), 172148-172151, 172152 (BN 457652), 172153 (BN 457653), 172154, 172157, 172158 (BN 457658), 172159-172161, 172163 (BN 457663), 172164 (BN 457664), 172165-172166, 172167 (BN 457667), 172168-172171, 172172 (BN 457672), 172174 (BN 457674), 172175-172177, 172178 (BN 457678), 172179 (BN 451937), 172180-172186, 172188-172194, 172196, 172197 (BN 457697), 172198-172199,

<u>No. of Units</u>	<u>Description</u>	<u>Equipment</u>	<u>Numbered</u>
		GN	172200-17210, 172211 (BN 457711), 172212 (BN 457712), 172214-172216, 172217 (BN 457717), 172218 (BN 457718), 172219, 172220 (BN 457720), 172221 (BN 457721), 172222, 172223 (BN 457723), 172224-172226, 172227 (BN 457727), 172228-172232, 172233 (BN 457733), 172234-172236, 172237 (BN 457737), 172238 (BN 457738), 172239 (BN 457739), 172240 (BN 457740), 172241, 172242 (BN 457742), 172243 (BN 457743), 172244-172247, 172248 (BN 457748), 172249, 172250 (BN 452008), 172252-172253, 172254 (BN 457804), 172255, 172256 (BN 457806), 172257-172260 172261 (BN 457811), 172262 (BN 457812), 172263 (BN 457813), 172264-172270, 172271 (BN 457821), 172272-172273, 172275-172276, 172277 (BN 457827), 172278-172281, 172284 (BN 457834), 172285, 172286 (BN 457836), 172287, 172288 (BN 457838), 172289, 172290 (BN 457840), 172291 (BN 457841), 172292-172296, 172298 (BN 457848), 172299 (BN 457849),

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<u>No. of Units</u>	<u>Description</u>	<u>Equipment</u>	<u>Numbered</u>
		GN	172300, 172301 (BN 457851), 172302-172308, 172309 (BN 457859), 172310-172312, 172313 (BN 457863), 172314-172322, 172323 (BN 457873), 172324, 172326-172335, 172336 (BN 457886), 172337-172339, 172340 (BN 457890), 172342-172343, 172344 (BN 457894), 172345 (BN 457895), 172346-172348, 172349 (BN 452106), 172350-172352, 172353 (BN 457903), 172354, 172355 (BN 457905), 172356 (BN 457906), 172357-172360, 172362 (BN 457912), 172363 (BN 457913), 172364-172365, 172366 (BN 457916), 172367-172368, 172369 (BN 457919), 172370-172373, 172375-172381, 172382 (BN 457932), 172383, 172384 (BN 457934), 172385-172386, 172387 (BN 457937), 172388 (BN 457938), 172389, 172391-172394, 172395 (BN 457945), 172396, 172397 (BN 457946), 172398 (BN 457948), 172399
2	Covered Hopper Cars		71676 (BN 410017), 71677 (BN 410018),
1	Flat Car		60716 (BN 610376),
1	Box Car		BN 355185

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<u>No. of Units</u>	<u>Description</u>	<u>Equipment</u>	<u>Numbered</u>
1	Airslide Covered Hopper Car		BN 413312
1	Covered Hopper Car		BN 410384

STATE OF WISCONSIN
 Department of State
 Received this Feb 28th day of
Feb A. D. 1983
 o'clock 4 M. and recorded in Vol.
2 RRM
 on page 296-303
Dwight La Follette
 Secretary of State

<u>Name</u>	<u>Address</u>
John Faville	P. O. Box 438 Woodruff, Wisconsin 54568
Arnott Widstrand	Route 2, Box 100 Woodruff, Wisconsin 54568

Executed in duplicate this 8th day of February, 1983.

Richard C. Burnes
RICHARD C. BURNES

Richard C. Mork
RICHARD C. MORK

Robert Berns
ROBERT BERNES

Peter Vanderkloot
PETER VANDERKLOOT

John Faville
JOHN FAVILLE

Arnott Widstrand
ARNOTT WIDSTRAND

STATE OF WISCONSIN)
)ss.
COUNTY OF ONEIDA)

Personally came before me this 8th day of February, 1983, the above named RICHARD C. BURNES, RICHARD C. MORK, ROBERT BERNES, PETER VANDERKLOOT, JOHN FAVILLE and ARNOTT WIDSTRAND, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Janet A. Sorensen
JANET A. SORENSEN
Notary Public, Oneida County, WI
My commission expires 12/30/84 (SEAL)

This document was drafted by
W. ROSS YESCHEK

READ THE INSTRUCTIONS ON THE REVERSE SIDE AND PLEASE FILL OUT THE RETURN ADDRESS BOX.

AFFIDAVIT

The undersigned, being duly sworn upon oath, hereby depose and say:

WE, THE UNDERSIGNED, are three (3) of the Directors of the Wisconsin Northern Railroad Company, Ltd., and make this Affidavit with the express purpose of attesting that the signatures below and on the Articles of Incorporation are genuine, and that it is intended in good faith that the Wisconsin Northern Railroad Company, Ltd., will construct, maintain and operate the Railroad mentioned in the Wisconsin Northern Railroad Company, Ltd., Articles of Incorporation.

DATED this 21st day of February, 1983.

Richard C. Burnes
RICHARD C. BURNES

John Faville
JOHN FAVILLE

Arnott Widstrand
ARNOTT WIDSTRAND

RAILROAD
ARTICLES

STATE OF WISCONSIN
FILED

MAR 02 1983

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

STATE OF WISCONSIN
Department of State
Received this 2nd day of
March, A.D. 1983 at 8
o'clock A.M. and recorded in Vol.
52 of RRM
on page 308-309
Douglas La Follette
Secretary of State

\$70.00

BY:

W. ROSS YESCHKE
P.O. Box 150,
MINOCQUA, WI 54548

United States of America



State of Wisconsin }
Office of the Secretary of State } ss.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

The undersigned, as Secretary of State of the State of Wisconsin,
hereby certifies that, on March 2, 1983, Articles of Incorporation
were filed in my office, and the filing fee paid, under the provisions of
Chapter 190 of the Wisconsin Statutes, which Articles provide:

NAME: Wisconsin Northern Railroad Company, Ltd.

CAPITAL STOCK: 2800 Common No Par Value

PURPOSE FOR WHICH ORGANIZED: Constructing, maintaining,
and operating a railroad for public use.

THEREFORE, the State of Wisconsin does hereby grant unto the said
Railroad corporation the powers and privileges conferred by the
Wisconsin Statutes for the purposes stated and in accordance with
said Articles.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Great
Seal of the State, in the City
of Madison, this 2nd. day of
March, A.D. 1983.



Douglas La Follette
DOUGLAS LA FOLLETTE
Secretary of State
State of Wisconsin

ppin 4/2/82

1767685 / QUITCLAIM DEED 1761851 VOL 4065 PAGE 70
VOL 4206 PAGE 67

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order Nos. 19 and 19A of said Court entered March 6, 1978 and December 7, 1981 respectively, for and in consideration of the sum of \$27,500.00, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order Nos. 19 and 19A, unto LEE AND LEE LIMITED PARTNERSHIP, JUN W. LEE AND SANDRA M. LEE, GENERAL PARTNERS, Pyare Square Building, Shorewood Hills, Wisconsin, Grantees, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate, to-wit:

All that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17, Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin; beginning at a point in the intersection of the south line of the Grantor's right of way with the east line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17; thence southwesterly along said Grantor's southerly right of way line a distance of 524 feet; thence northerly, parallel with the east line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17, to a point 25 feet southerly of, measured radially, the centerline of the Grantor's main track; thence northeasterly along a line 25 feet southerly of, measured radially, the centerline of the Grantor's main track to the east line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17; thence southerly along a straight line to the point of beginning; containing 13,100 square feet of land, more or less.

This conveyance is subject to all existing rights of way, easements, licenses and permits, whether or not of record, and to all exceptions and reservations of record.

THIS IS RE-RECORDED TO CORRECT ERROR IN LEGAL DESCRIPTION

FEE # 3 EXEMPT

TRANSFER \$ 82.50 FEE PAID

800 Clsh

VOL 4206 PAGE 68 VOL 4065 PAGE 71

It is a condition of this conveyance, and Grantee, by the acceptance hereof, covenants and agrees that it will, within thirty (30) days of the date hereof, at its sole cost and expense, construct or cause to be constructed along the northerly line of the sale area, a woven wire fence or other type of barricade, of a type and construction suitable to Grantor's Division Engineer, as will effectively prevent encroachments onto Grantor's operating right of way and until such time as the track situated upon Grantor's operating right of way, shall be removed, Grantee shall maintain, replace, renew or repair said woven wire fence or barricade. This covenant shall run with the land and shall bind Grantee as well as its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by RICHARD B. OGILVIE this August 8 1982.

Richard B. Ogilvie
RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

WITNESS:
R. H. Keegan
For said Trustee
R. H. KEEGAN

This document was prepared on behalf of RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, by R. H. Keegan, Real Estate Attorney, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

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VOL 4065 PAGE 72

STATE OF ILLINOIS)
COUNTY OF COOK)

On this DECEMBER 8 1982, before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared RICHARD B. OGILVIE, to me known to be the identical
person named in and who executed the foregoing instrument, and
acknowledged that he executed the same as his voluntary act and deed as
Trustee aforesaid.

Raymond H. Keegan
Notary Public

RAYMOND H. KEEGAN
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1988

REGISTRAR'S OFFICE
DANE COUNTY, WIS. 535
REC'D FEB 0 3 31 PM '93
VOL 4206
GARY L. WILKINSON
REGISTER OF DEEDS

STATE OF WISCONSIN
Department of State
MAR 10 1983 12:30
52 RRM
310-312
Daryl L. LaFollette

REGISTRAR'S OFFICE
DANE COUNTY, WIS. 535
REC'D FEB 0 3 31 PM '93
VOL 4065
GARY L. WILKINSON
REGISTER OF DEEDS

Return to:
Dore Co. Title Co.
115 W. Doty
Madison, WI 53703
Attn: Dore Russell

313

343926

Pt. Lot 6 23-28-13

Authorization No. P-1046

REC'D July 12, 1982 at 10:40 A.M.

RECORDED: VOL 313 RECORDS PAGE(S) 828-30 EASEMENT DEED NO. 82770

VOL. 313 RECORDS PAGE 828

HERB D. SCHUTZ, REG. OF DEEDS, DUNN CO., WIS.

Herb D. Schutz
The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$930.00),

grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, GRANTEE, over, upon and across the following described real estate situated in the County of Dunn and the State of Wisconsin, to wit:

The Grantor's property consists of parcels of land in Section 23, Township 28 North, Range 13 West, in that part of Government Lot 6 thereof described as a strip or corridor 60 feet in width over and across the Southerly 400 feet of said Government Lot 6 and a strip or corridor 100 feet in width over and across said Government Lot 6, except the aforementioned Southerly 400 feet thereof, all owned and occupied by the Chicago and North Western Transportation Company, the centerline of said strip or corridor being the centerline of the trackage of said Transportation Company.

The easement is described as all land of the Grantor contained in the following described traverses: Commencing at a point on the South line of said Section 23, 62.98 feet S 87°50'40" E (grid) of the Southwest corner of said Government Lot 6; thence along the said centerline of said Transportation Company trackage N 7°57'41" E (grid) 209.27 feet to the point of beginning of the traverse to be described; thence N 9°47'21" W (grid) 98.40 feet; thence N 7°57'41" E (grid) 109.53 feet; thence N 87°50'40" W (grid) 20.10 feet; thence N 7°57'41" E (grid) 184.35 feet; thence S 35°54'04" E (grid) 144.32 feet; thence S 7°57'41" W (grid) 70.12 feet; thence N 87°50'40" W (grid) 20.10 feet; thence S 7°57'41" W (grid) 289.56 feet; thence N 9°47'21" W (grid) 98.40 feet to the point of beginning.

Also, commencing at said point on said South line Section 23, 62.98 feet S 87°50'40" E (grid) of said Southwest corner of said Government Lot 6; thence along said centerline of said Transportation Company trackage N 7°57'41" E (grid) 893.69 feet to the point of beginning of the traverse to be described; thence N 52°02'19" W (grid) 57.735 feet; thence N 7°57'41" E (grid) 57.735 feet; thence S 52°02'19" E (grid) 115.47 feet; thence S 7°57'41" W (grid) 57.735 feet; thence N 52°02'19" W (grid) 57.735 feet to the point of beginning. COPY TO REVENUE

Containing 0.22 of an acre, more or less, exclusive of lands heretofore released for highway right-of-way.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate and use any and all existing conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

7220-5-21

314

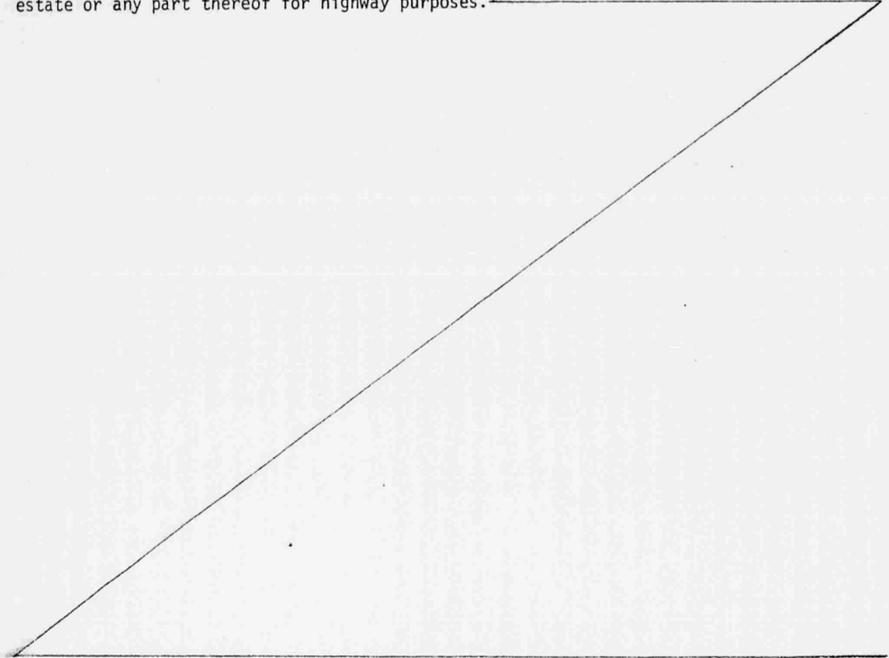
EASEMENT DEED NO. 82770

Authorization No. P-1046

VOL. 313 RECORDS PAGE 829

Reserving, however, unto the Grantor the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and further, the right and privilege to use said real estate for any and all purposes, not inconsistent with the use thereof for highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors, lessees, licensees and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.



DATED this 1st day of June, 1982.

Signed, Sealed and Delivered in Presence of:

Donna Gargano
Donna Gargano

Caye Caswick
Caye Caswick

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey
Robert W. Mickey, Vice President

Attest Joan A. Schramm
Joan A. Schramm, Assistant Secretary

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Richard S. Kennerley, a Notary Public duly commissioned and qualified in and for the County and State aforesaid. DO HEREBY CERTIFY that Robert W. Mickey and Joan A. Schramm, to me personally known and known to me to be, respectively, -- Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, -- Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

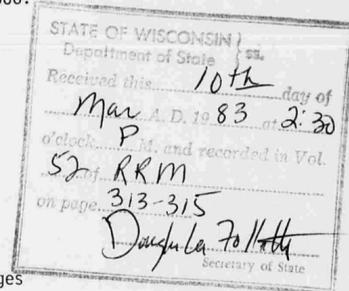
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of June, 1982.

Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois
Richard S. Kennerley

My Commission Expires: November 8, 1984



This document was drafted by the Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.



CANCELLATION AND DISCHARGE

THIS INSTRUMENT OF CANCELLATION, DISCHARGE, SATISFACTION AND RELEASE, made as of the 21 day of December, 1982 by MANUFACTURERS HANOVER TRUST COMPANY (formerly named Central Union Trust Company of New York (hereinafter referred to as "Central")), a corporation duly organized and existing under the laws of the State of New York, as Trustee (hereinafter called the "Trustee") under the FIRST MORTGAGE, dated as of May 1, 1929 (hereinafter called the "Mortgage"), of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "C&NW"),

W I T N E S S E T H:

WHEREAS, the Chicago, Saint Paul, Minneapolis and Omaha Railway Company executed and delivered the Mortgage to Central and said Mortgage was thereafter assumed by the C&NW under an Assumption Agreement and Supplemental Indenture dated as of June 1, 1972 between the C&NW and the Trustee; and

WHEREAS, all bonds authenticated under the Mortgage have been cancelled or delivered to the Trustee for cancellation;

NOW, THEREFORE, in accordance with the provisions of Article Eleven of the Mortgage, and in consideration of the premises and of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the Trustee does hereby acknowledge the cancellation, discharge, satisfaction and release of the Mortgage and all supplemental indentures thereto and does hereby release, assign, remise and quitclaim to C&NW, its successors and assigns, all estate, right, title and interest which it, as Trustee thereunder, has acquired in or to all property subject to the lien of the Mortgage.

In order to facilitate the recording of this instrument, it may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed, acknowledged and delivered by a duly authorized Corporate Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, as of the day and year first above written.

MANUFACTURERS HANOVER TRUST COMPANY

By John Generale
John Generale
Assistant Vice President

(Corporate Seal)

ATTEST:

J. Haddad
J. Haddad
Trust Officer

Witnesses to the signatures of the Officers of Manufacturers Hanover Trust Company:

Karla K. McKenna
Karla K. McKenna
Robert Spada
Robert Spada

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

JAMES FOLEY

I, JAMES FOLEY, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John Generale, an Assistant Vice President of Manufacturers Hanover Trust Company, a corporation of the State of New York, and J. Haddad, a Trust Officer of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument respectively as such officers of said corporation, appeared before me this day in person and being first duly sworn on oath did say that they respectively were such officers of said corporation, and that the seal affixed to said instrument was and is the corporate seal of said corporation; and further I do hereby certify that they also severally acknowledged that they signed, sealed with the corporate seal of said corporation and delivered the said instrument as their own free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth; and I further do hereby certify that said corporation personally appeared before me this day by said two persons, its officers as respectively above set forth, and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, this 8th day of March, 1983.

My commission expires:

James Foley
Notary Public

JAMES FOLEY
NOTARY PUBLIC, State of New York
No. 31 62721 00
Qualified in New York County
Commission Expires March 20, 1984

This Cancellation and Discharge was prepared by:

Marc R. Jeske, Attorney
Chicago and North Western
Transportation Company
One North Western Center
Chicago, Illinois 60606

(NOTARIAL SEAL)

April 5th day of
83 2
P
52 RRM
LAK11-45(1)316-318
Dougherty

Executed in 15 counterparts of which this is counterpart No. 13

SATISFACTION AND BILL OF SALE

WHEREAS, by a certain Lease of Railroad Equipment dated March 1, 1967, First National City Bank, as Trustee, herein-after referred to as the "Trustee", under an Agreement dated March 1, 1967, creating an equipment trust designated "GREAT NORTHERN RAILWAY FIRST EQUIPMENT TRUST OF 1967", by and among Burlington Equipment Company, as Vendor, First National City Bank (now Citibank, N.A.) and Great Northern Railway Company (now by merger Burlington Northern Railroad Company), herein-after referred to as the "Company", did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment the railroad equipment described therein;

WHEREAS, said Lease, together with the related Agreement, was recorded with the Interstate Commerce Commission on March 17, 1967 as ICC Recordation No. 4247;

WHEREAS, by Article Second of said Lease, the Trustee agreed that upon full and final payment of the rent and other monies which the Company had thereunder covenanted to pay, the Trustee would sell, assign and transfer, or cause to be sold, assigned and transferred to the Company, as its absolute property, all of the trust equipment then held

under the Lease, and to evidence such sale and transfer by a proper bill of sale so that thereupon and thereafter the absolute ownership in said trust equipment should be and become vested in the Company;

WHEREAS, the Company has fully paid all of the rent and all of the payments which it agreed to make in accordance with the provisions of said Lease.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That, Citibank, N.A., Trustee under said Equipment Trust dated as of March 1, 1967, in pursuance of the terms and conditions of said Lease and of said Agreement above referred to, and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Burlington Northern Railroad Company, the Company, the receipt of which is hereby acknowledged, does hereby release, assign, sell, transfer and deliver to the Company, its successors and assigns, all right, title and interest of said Trustee in and to the railroad equipment described in said Lease or in any Supplements thereto, but without representation as to the correctness of the numbering of such equipment or as to whether or not it is in existence and now in the possession of said Company without covenants or warranties express or implied and without recourse to Citibank, N. A. in any event. A description of said equipment is attached hereto.

TO HAVE AND TO HOLD the same unto the said Company, its successors and assigns, forever.

This Bill of Sale is simultaneously executed in several counterparts, each of which, so executed, is deemed to be an original, and such counterparts together constitute but one and the same instrument.

IN WITNESS WHEREOF, Citibank, N.A., as Trustee as aforesaid, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto duly affixed and attested by its officers thereunto duly authorized this 9th day of MARCH, 1983.

CITIBANK, N.A.

By [Signature]
Senior Trust Officer

ATTEST:

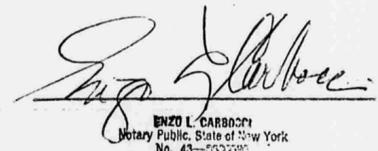
[Signature]
Trust Officer

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STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 9TH day of MARCH, 1983, before me personally appeared RALPH E. JOHNSON, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



ENZO L. CARBONE
Notary Public, State of New York
No. 43-55229
Qualified in Richmond County
Cert. filed in New York County
Term expires March 30, 1984

(NOTARIAL SEAL)

No. of Units	Description	Equipment
		Numbered
10	3600 HP Road Locomotives	GN 408 (BN 6438), 409 (BN 6439), 410 (BN 6440), 411 (BN 6441), 412 (BN 6442), 413 (BN 6443), 414 (BN 6444), 415 (BN 6445), 416 (BN 6446), 417 (BN 6447)
98	Gondolas	GN 78500-78501, 78503-78569, 78570 (BN 559170), 78571, 78572 (BN 559172), 78573-78597, 78599
285	Box Cars	GN 138400 (BN 236400), 138401-138407, 138408 (BN 375848), 138409 (BN 375837), 138410-138411, 138413 (BN 236413), 138414 (BN 236414), 138415-138416, 138417 (BN 236417), 138418 (BN 236418), 138419-138421, 138422 (BN 375815), 138423-138425, 138426 (BN 375812), 138427, 138428 (BN 375806), 138429, 138431 (BN 375827), 138432 (BN 375828), 138433-138435, 138437, 138438 (BN 375805), 138439-138441, 138442 (BN 236442), 138443 (BN 236443), 138444 (BN 375807), 138445-138447, 138448 (BN 375849), 138449 (BN 236449), 138450-138451, 138452 (BN 375810), 138453, 138454 (BN 375830), 138455-138459, 138460 (BN 236460), 138461 (BN 236461), 138462 (BN 236462), 138463, 138464 (BN 375826), 138465-138470, 138471 (BN 236471), 138472 (BN 236472), 138474 (BN 236474), 138475 (BN 236475), 138476-138477, 138478 (BN 236478), 138480, 138481 (BN 236481), 138482-138484, 138485 (BN 375818), 138486, 138487 (BN 236487), 138488-138489, 138490 (BN 236490), 138491-138492,

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<u>No. of Units</u>	<u>Description</u>	<u>Equipment</u> <u>Numbered</u>
		138493 (BN 375804) 138494 (BN 375840), 138495, 138496 (BN 236496), 138497 (BN 236497) 138498-138503, 138505-138511, 138513-138516, 138517 (BN 236517), 138518 (BN 236518), 138519 (BN 375821), 138521-138522, 138523 (BN 375808), 138524-138525, 138526 (BN 375841), 138527, 138528 (BN 375817), 138529-138530, 138531 (BN 236531), 138532, 138533 (BN 375816), 138534, 138535 (BN 375819), 138536-138538, 138539 (BN 236539), 138540, 138541 (BN 375803), 138542 (BN 236542), 138544 (BN 236544), 138545, 138546 (BN 375820), 138547-138548, 138549 (BN 375809), 138550, 138551 (BN 375832), 138552-138554, 138555 (BN 236555), 138556-138561, 138562 (BN 236562), 138563-138564, 138565 (BN 236565), 138566-138568, 138569 (BN 236569), 138570, 138571 (BN 375825), 138572-138576, 138577 (BN 236577), 138578, 138579 (BN 375829), 138580, 138581 (BN 236581), 138582-138589, 138590 (BN 375834), 138591 (BN 263591), 138592, 138593 (BN 236593), 138594 (BN 375802), 138595 (BN 236595), 138596 (BN 236596), 138597 (BN 375800), 138598-138599, 138600 (BN 375842), 138601-138602, 138603 (BN 375838), 138604, 138605 (BN 236605), 138606-138608, 138609 (BN 236609), 138610-138611, 138612 (BN 236612), 138614 (BN 236614), 138615, 138616 (BN 236616), 138617 (BN 236617), 138618 (BN 375813), 138619 (BN

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<u>No. of Units</u>	<u>Description</u>	<u>Equipment</u> <u>Numbered</u>
		375835), 138621 (BN 236621), 138622 (BN 236622), 138623 (BN 375844), 138624-138627, 138628 (BN 375814), 138629, 138630 (BN 375836), 183631, 138632 (BN 236632), 138633, 138634 (BN 375823), 138635 (BN 375839), 138636-138641, 138643 (BN 375843), 138644, 138645 (BN 236645), 138646-138652, 138653 (BN 375847), 138654 (BN 236654), 138655 (BN 236655), 138656, 138657 (BN 375846), 138658-138659, 138660 (BN 236660), 138661, 138662 (BN 375833), 138663-138665, 138667-138668, 138669 (BN 236669), 138670-138671, 138672 (BN 375811), 138673-138674, 138675 (BN 236675), 138676 (BN 236676), 138677 (BN 236677), 138680-138682, 138683 (BN 236683), 138684-138685, 138686 (BN 236686), 138687 (BN 375845), 138688, 138689 (BN 236689), 138690-138691, 138692 (BN 375831), 138693-138694, 138695 (BN 375824), 138696-138699
97	Flat Cars	GN 161300-161303, 161304 (BN 616804), 161305, 161306, (BN 629106), 161307 (BN 616807), 161308-161309, 161311, 161312 (BN 616812), 161313-161342, 161344-161348, 161349 (BN 616849), 161350, 161351 (BN 616851), 161352 (BN 616852), 161353-161357, 161359 (BN 616859), 161360, 161361 (BN 616191), 161362-161363, 161364 (BN 616864), 161365-161368, 161369 (BN 616869), 161370 (BN 616870), 161371 (BN 616871), 161372 (BN 616872), 161373-161385,

<u>No. of Units</u>	<u>Description</u>	<u>Equipment</u>	
			<u>Numbered</u>
			161386 (BN 616886), 161387-161388, 161389 (BN 616889), 161390-161392, 161393 (BN 616223), 161394-161399
4	Flat Cars	GN 60714 (BN 610374), 60715 (BN 610375), 60741 (BN 610401), 60742	
1	Covered Hopper Car	GN 71675	
2	Airslide Covered Hopper Cars	BN 413313-413314	
1	Box Car	BN 396041	
2	Airslide Covered Hopper Cars	BN 410341-410342	

STATE OF VERMONT
 Department of State
 Received on 2nd day of
May A. D. 1883 at 2:30
 P. M. and recorded in Vol.
52 RR Matages
 on pages 319-326
Douglas W. Follett
 Secretary of State

STATEMENT OF COMPLIANCE
FORM CPR 11

State of Wisconsin
PUBLIC RECORDS BOARD

AGENCY <i>Secretary of State</i>	DATE <i>1984</i>
DIVISION <i>—</i>	REEL NUMBER <i>342 52</i>
RECORD SERIES <i>Railroad Mortgages</i>	DISPOSAL AUTHORIZATION NUMBER

I certify that the film listed above complies with the minimum standards of quality for permanent photographic records, as established by the Public Records Board and that the film was processed and developed in accordance with minimum standards established by the Board.

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

FILM DEVELOPER AND PROCESSOR

Douglas LaFollette
HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER <i>13 52</i>	REDUCTION RATIO <i>20:1</i>	DISPOSAL AUTHORIZATION NUMBER <i>414, 53</i>
CAMERA (TYPE) <i>Recordak</i>	(MODEL) <i>MRC-4</i>	(SERIAL NUMBER) <i>342</i>
TITLE OF RECORD SERIES <i>Railroad Mortgages</i>		
AGENCY <i>Sec. of State</i>		

I certify that I have on this day of *9-18*, 19 *84*,
photographed the above described documents in accordance with the standards
and procedures established by Section 16.61 of the Wisconsin Statutes.

ROLL BEGINS WITH <i>Vol. 52</i>	ROLL ENDS WITH <i>Vol. 52</i>
CAMERA OPERATOR <i>L.N.</i>	