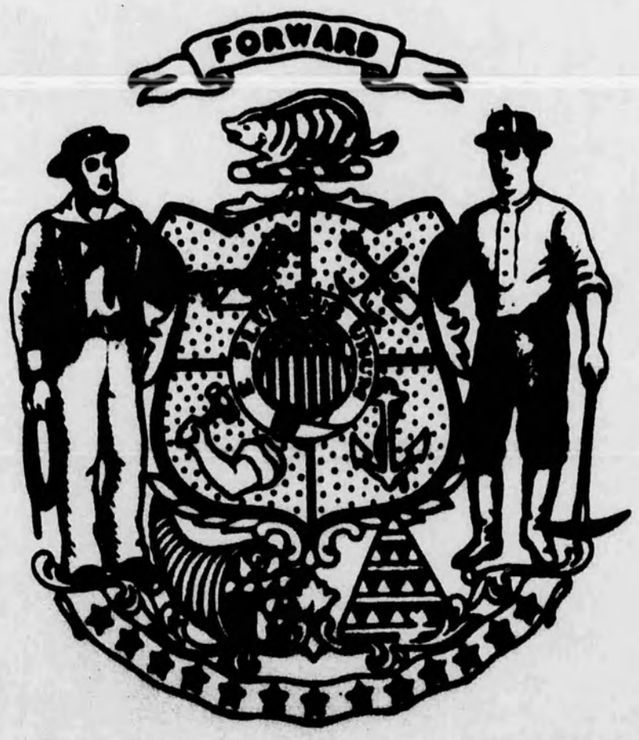
REEL NO. 51

STATE OF WISCONSIN



SECRETARY OF STATE

RAILROAD MORTGAGES

VOL. 51

414.53

BURLINGTON NORTHERN INC., a Delaware corporation, grantor, hereby quitclaims to CITY OF SUPERIOR, Douglas County, Wisconsin, grantee, for the sum of One Dollar ($1.00) and other valuable consideration, all interest in the following described tract of land in the city of Superior, Douglas County, Wisconsin:

> All that part of the southwesterly 100 feet of "H" Street (2nd Avenue East) abutting the northeast line of platted East Second Street and lying between Lot 1, Block 9 and Lot 5, Block 10, Plat of Superior City, City of Superior, Wisconsin. It being intended hereby to convey back to the City of Superior for street purposes said portion of "H" Street (Second Avenue East) which was vacated by City Ordiance on March 17, 1913.

EXCEPTING and RESERVING unto the grantor, its successors and assigns, forever, all iron, natural gas, oil and all minerals of any nature whatsoever upon or in said land together with the sole, exclusive and perpetual right to explore for, remove and dispose of the same by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, its successors and assigns.

IN WITNESS WHEREOF the said BURLINGTON NORTHERN INC. has caused its corporate seal to be hereto affixed, duly attested by its Assistant secretary, and this instrument to be executed by its Vice President, this 23rd day of MARCH 1978.

BURLINGTON NORTHERN INC.

STEVEN E. TUSA (signed)

Mary E. DU BOIS (signed)

By: J. C. Kenady (signed)
Vice President

ATTEST: E. F. STEINHIBEL (signed)
Asst. Secretary

(SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 23rd day of MARCH 1978, before me personally came J. C. KENADY, Vice President, and G. F. STEINHIBEL Assistant Secretary of the above named corporation, Burlington Northern Inc., who are to me known to be such Vice President and Assistant Secretary of said corporation and acknowledged that they executed the foregoing ~~instrument as such officers~~ and as the free act and deed of said corporation by its authority.

R. H. BROKOPP (signed)
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Comm. Expires April 22, 1983

SEAL

STATE OF WISCONSIN
Department of State } ss.
Received this 4th day of
May A. D. 19 78 at 10
o'clock a M. and recorded in Vol.
51 of B.R.M.
on page 1
Douglas LaFollette
Secretary of State

UCC-3 FINANCING STATEMENT

SOO LINE RAILROAD COMPANY

In Shawano, Shawano County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the Northeast ¼ of the Northwest ¼ of Section 21, Township 27 North, Range 16 East. (West of Soo Line Tracks)

Filing #51

STATE OF WISCONSIN
DEPARTMENT OF STATE
RECEIVED AND FILED

MAY 9 1978

DOUGLAS LAFOLLETTE
SECRETARY OF STATE

Authorization No. P-9884

DEED NO. 80879

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of TWO HUNDRED FIFTY AND NO/100---------- DOLLARS ($ 250.00), conveys and quitclaims to TOWN PUMP, INC., a Wisconsin Corporation of

GRANTEE, all interest in the following described real estate situated in the VILLAGE of VERONA, County of DANE, and the State of WISCONSIN, to wit:

A part of the Chicago and North Western Transportation Company Depot Grounds adjoining Outlot 75 of the Assessor's Plat of the Village of Verona, being a part of the Southeast Quarter of the Southwest Quarter of Section 15, Township 6 North, Range 8 East, Village of Verona, Dane County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of said Outlot 75; thence South 38.555 feet along the West line of Main Street; thence S 48° 31' W (also recorded as S 47° 40' W) 13.2 feet along the Northwesterly right-of-way line of the Chicago and North Western Transportation Company to the point of beginning; thence South 6.15 feet along the face of a brick building; thence West 6.9 feet along the side of a brick building; thence N 48° 31' E 9.2 feet along said railroad right of way to the point of beginning. Intending to describe a parcel of land occupied by the corner of a building which is situated on Outlot 75 and overlaps the Southeasterly boundary of said outlot.

THIS CONVEYANCE is made by said Chicago and North Western Transportation Company, successor Mortgagor, free from the Mortgage Lien, in accordance with the provisions of Section 2, Article VIII of the following instrument, to wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to the First National Bank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, as supplemented and amended, 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.

AS FURTHER EVIDENCE of the Chicago and North Western Transportation Company's authorization to make this conveyance, it is hereby certified on behalf of the Company that the land heretofore described, and constituting part of the roadway of said Company, is no longer useful to said Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of in accordance with the provisions of Section 2, Article VIII of said instrument above referred to, in the calendar year of 1978, as of the date hereof, including said land heretofore described, is not more than $100,000.00.

DATED this 13th day of APRIL, 19 78.

Chicago & North Western Transportation Co.

Signed, Sealed and Delivered in Presence of:

M. F. CHATTERTON (signed)

JANET SCOTT (signed)

BY ROBERT W. MICKEY
Assistant Vice President

ATTEST DIANE KOHLER-RAUSCH
Assistant Secretary

(SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of May A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 50 of R.B.M. on page
Douglas La Follette
Secretary of State

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation of the State of Delaware, for and in consideration of the sum of TWO HUNDRED FIFTY DOLLARS ($250.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the State of Wisconsin, Department of Transportation, Division of Highways, Grantee, 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, on and across the land of the said ILLINOIS CENTRAL GULF RAILROAD COMPANY, approximately 2608 feet north of Mile Post R-25 near Monroe, Wisconsin, more particularly described as follows:

A parcel of land 300 feet wide, being 120 feet in width on the southerly side and 180 feet in width on the northerly side of survey linefor State Trunk Highway 11, extending northwesterly and southeasterly over and across the 100 foot wide property of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, said survey line intersecting the centerline of Grantor's main track at a point 2608 feet northeasterly of Mile Post F-25 at Valuation Station 1219 + 98 and making an angle of 90 degrees, more or less, situated in the West half of the Southeast Quarter of Section 26, Township 2 North, Range 7 East of the Fourth Principal Meridian near Monroe, Green County, Wisconsin.

Also described as

A parcel of land in the SW¼-SE¼ and the NW¼-SE¼ of Section 26, Town 2 North, Range 7 East thereof, located from a highway reference line described as follows:

Commencing at a point on the east line of Section 35, Town 2 North, Range 7 East, 472.00 feet southerly of the northeast corner of said Section 35;

Thence N 51°-30' W, 2692.04 feet to the point of beginning of said reference line; Thence continuing N 51°-30' W, 100.00 feet.

Said parcel includes all that land of the owner lying between a line located 180 feet northeasterly of and parallel to the above-described reference line as measured along said reference line and a line located 120 feet southwesterly of and parallel to the above-described reference line as measured along said reference line and including all that land of the owner lying between the northwesterly and southeasterly property lines of the owner within the above-described right of way limits.

Said parcel contains 0.69 of an acre, more or less

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other

facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said described premises. The Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations may be made not inconsistant with the use thereof for highway purposes.

3. The Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, perform all work and furnish all material necessary for the construction, maintenance or reconstruction of the highway, except for such construction and maintenance of the crossing for which Grantor is responsible by law, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, or use of the highway. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

4. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

5. If any work other than maintenance of the highway to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to make arrangements for work on the Grantor's property in accordance with Section 107.17 of the Grantee's "Standard Specifications for Road and Bridge Construction - Edition of 1975". The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to reimburse the Grantor promptly upon receipt of bill for such protective services and devices furnished to the contractor.

The Grantee shall withhold final payment to its contractor or contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled. The Grantee shall reimburse the Grantor upon receipt of bills for any work performed for the Grantee by the Grantor.

6. For any work let by contract, other than maintenance of the highway, the Grantee shall require each of its contractors to furnish evidence of Railroad Protective Liability Insurance in accordance with Section 107.17 of the Grantee's, "Standard Specifications for Road and Bridge Construction - Edition 1975", naming the ILLINOIS CENTRAL GULF RAILROAD as the insured. The limits of the Railroad Protective policy shall be in accordance with limits specified in the Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Sub-Section 2 issued April 25, 1975, and any subsequent amendments thereto as far as they may be applicable.

The Railroad Protective policy shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contract.

7. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine, and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of the Grantor's duly authorized representative be practicable.

8. Subject to the provisions of the foregoing Section 7, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 17th day of APRIL, 1978.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

(SEAL)
ATTEST:

R. L. WIESE (signed)
Assistant Secretary

By L. F. FOX (signed)
Vice President and Chief Engineer

STATE OF WISCONSIN
Department of State } ss.
Received this 24 day of
July A. D. 19 78 at 2
o'clock P M. and recorded in Vol.
51 of T.R. III.
on page 305
Douglas La Follette
Secretary of State

ACCEPTED:

WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By H. R. FIEDLER (signed
Acting Administrator

MAY 11, 1978

UCC - 3 FINANCING STATEMENT

SOO LINE RAILROAD COMPANY

In Colfax, Dunn County, Wisconsin, described as follows:

Soo Line Railroad Company right of way and station grounds -
In the South One-Half of the Northwest Quarter; and
In the West One-Half of the Northeast Quarter; all
in Section 16, Township 29 North, RRnge 11 West.
(North of tracks at intersection of Main Street & tracks)

STATE OF WISCONSIN
DEPARTMENT OF STATE
RECEIVED AND FILED

JUN 16 1978

DOUGLAS LAFOLLETTE
SECRETARY OF STATE

Filing #52

THIS INDENTURE Witnesseth that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, A Delaware Corporation, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars in hand paid, and other valuable considerations, hereby conveys, releases, remises and forever quitclaims to the Grantee,

1501 MONROE STREET JOINT VENTURE

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:

Lot 2 and part of Lot 3, Certified Survey Map No. 548, recorded in Volume 3 of Certified Surveys, Page 50 as Document Number 1292675 in the Dane County Register of Deeds Office being a Certified Survey in the Northeast Quarter of Section 22, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the most Northerly corner of said Lot 3; thence South 0° - 24' West, 94.24 feet; thence South 89° - 36' East, 94 feet to the most Easterly corner of said Lot 3; said point also being in the north right of way line of the I.C.G. Railroad; thence Easterly along the southerly line of said Lot 2 a distance of 157.85 feet to the most easterly corner of said Lot 2; thence Northerly along the easterly line of said Lot 2 a distance of 189.64 feet to the most northerly corner of said Lot 2; thence Westerly 161.45 feet to the point of beginning.

All as shown on plat of survey dated August 29, 1977, prepared by Mead & Hunt, Inc., consulting engineers, Madison, WI, a copy of which is attached.

Grantee agrees for itself, its successors and assigns to construct a fence or barricade along the Southerly 157.85 feet of the premises hereinabove conveyed, of a type suitable to Grantor's Division Superintendent within three months from the date of this instrument and to thereafter maintain same in a good and safe condition.

Grantor reserves the right for 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 hereunt o affixed, they being thereunto duly authorized, this 15th day of SEPTEMBER , 19 77.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

(SEAL)

By R. A. IRVINE (signed)
Vice President

ATTEST:

R. C. WIESE (signed)
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State of 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 R. C. Wiese 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 15th day of SEPTEMBER, 19 77.

CHARLES G. KINGERY (signed)
NOTARY PUBLIC

My Commission Expires NOVEMBER 21, 19 77.

(SEAL)

STATE OF WISCONSIN)
Department of State) ss.
Received this 12th day of
June A.D. 19 77 at 10
o'clock A. M. and recorded in Vol.
57 off R.R. M.
on page 67
Secretary of State

* Map also see document.

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co., Incorporation 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 of Wisconsin	Vol. 41	235
June 1, 1952	Secretary of State of Wisconsin	Vol. 44	153
August 1, 1952	Secretary of State of Wisconsin	Vol. 44	221
January 1, 1954	Secretary of State of Wisconsin	Vol. 45	16
August 1, 1954	Secretary of State of Wisconsin	Vol. 45	288
September 15, 1954	Secretary of State of Wisconsin	Vol. 45	300
August 10, 1972	Register of Deeds Dane County	41	145
OCTOBER 15, 1974	Register of Deeds Dane County	539	199

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:

Lot 2 and part of Lot 3, Certified Survey Map No. 548, recorded in Volume 3 of Certified Surveys, Page 50 as Document Number 1292675 in the Dane County Register of Deeds Office being a Certified Survey in the Northeast Quarter of Section 22, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the most Northerly corner of said Lot 3; Thence South 0 degrees 24 minutes West, 94.24 feet; Thence 89 degrees 36 minutes East, 94 feet to the most Easterly corner of said Lot 3; said point also being in the North right of way line of the Illinois Central

Gulf Railroad; Thence Easterly along the Southerly line of said Lot 2 a distance of 157.85 feet to the most Eastly corner of said Lot 2; Thence Northerly along the Easterly line of said Lot 2 a distance of 189. 64 feet to the most Northerly corner of said Lot 2; Thence Westerly 161.45 feet to the point of beginning.

All as shown on plat of survey dated June 27, 1977, prepared by Kenneth F. Sullivan Company of Madison, Wisconsin.

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 TESTIMONY 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 9th day of September 1977.

ATTEST: MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee aforesaid

FAITH A. GAUSMAN (signed)
Assistant Secretary

By P. J. CROOKS (signed)
TRUST OFFICER

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

I, MAUREEN McSHANE , a Notary Public in and for the said County and State, hereby certify that P. 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 FAITH A. GAUSMAN 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 9th day of SEPTEMBER , 19 77.

MAUREEN McSHANE (Signed)
Notary Public

My Commission Expires: MARCH 30, 1979 (SEAL)

STATE OF WISCONSIN
Department of State } ss.
Received this 12th day of
Sept A. D. 19 77 at 10
o'clock A. M. and recorded in Vol.
51 of R. R. M.
on page 143
Secretary of State

QUITCLAIM DEED

Grantor, STANLEY E. G. HILLMAN, 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 TWELVE THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND FIFTY CENTS ($12,982.50), 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, unto MARATHON ELECTRIC MANUFACTURING CORPORATION, P.O. Box 1407, Wausau, Wisconsin 54401, Grantee, subject to any and all exceptions and reservations hereinafter set forth, Grantor's undivided one-half interest in and to the follwing described real estate situated and being in Marathon County, Wisconsin, to-wit:

A strip of land 33 feet in width extending northerly and northeasterly across Lot 2 (except the South 10 acres thereof) of Section 23, Township 29 North, Range 7 East of the Fourth Principal Meridian, said strip of land being 16.5 feet in width on each side of the center line of a branch track of the Chicago and North Western Transportation Company and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and now known as Chicago and North Western Transportation Company spur track I.C.C. No. 71-A, as said branch track is now located, and lying westerly of the West line of a parcel of land conveyed to Marathon Electric Manufacturing Corporation by Quitclaim Deed dated July 15, 1963.

ALSO

A strip of land 20 feetin width extending across the South 10 acres of said Lot 2 and across that part of Lot 3 in said Section 23 lying northerly of the westerly extension of the southerly property line of said MarathonElectric Manufacturing Corporation, said strip of land being 10 feet in width on each side of said branch or spur track center line.

ALSO

A strip of land 20 feet in width as described by Deed dated July 19, 1884, between John Rigel et al and the Milwaukee Lake Shore and Western Railway Company (and the Chicago, Milwaukee and St. Paul Railway Company), recorded in the Marathon County Register of Deeds Office July 22, 1884 in Book 34 of Deeds at page 572.

Together with the southerly 520 lineal feet of track thereon.

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

IN WITNESS WHEREOF, this instrument is executed in the name of said Trustee and on his behalf by E. J. STOLL thereunto duly authorized this MAY 1, 1978.

STANLEY E. G. HILLMAN, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By E. J. STOLL (signed)
VICE PRESIDENT

WITNESS:

J. T. TAUSSIG (signed)
For said Trustee

This document was prepared on behalf of Stanley E. G. Hillman, 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, Economic and Resource Development Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

STATE OF)
)
County of)

On this 1st day of MAY , A.D., 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. STOLL , 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 (signed)
Notary Public

(SEAL)

STATE OF WISCONSIN) ss.
Department of State)
Received this 12th day of June A. D. 19 78 at 10 o'clock a M. and recorded in Vol. 57 of R.R. on page 9
Douglas La Follette
Secretary of State

DEED NO. 80694

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of TWELVE THOUSAND NINE HUNDRED EIGHTY TWO AND 50/100----------DOLLARS ($ 12,982.50), conveys and quitclaims to MARATHON ELECTRIC MANUFACTURING CORPORATION---------- OF Wausau, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Wausau, County of Marathon, and the State of Wisconsin, to wit:

A strip of land 33 feet in width extending Northly and Northeasterly across Lot 2 (except the South 10 acres thereof) of Section 23, Township 29 North, Range 7 East of the Fourth Principal Meridian, said strip of land being 16.5 feet in width on each side of the center line of a branch track of the Chicago and North Western Transportation Company and the Chicago Milwaukee St. Paul and Pacific Railroad Company, and now known as Chicago and North Western Transportation Company spur track I.C.C. No. 71-A, as said branch track is now located, and lying Westerly of the West line of a parcel of land conveyed to Marathon Electric Manufacturing Corporation by Quit Claim Deed dated July 15, 1963.

ALSO: A strip of land 20 feet in width extending across the South 10 acres of said Lot 2 and across that part of Lot 3 in said Section 23 lying Northerly of the Westerly extension of the Southerly property line of said Marathon Electric Manufacturing Corporation, said strip of land being 10 feet in width on each side of said branch or spur track center line.

ALSO: A strip of land 20 feet in width as described by Deed dated July 19, 1884, between John Ringle et al and the Milwaukee Lake Shore and Western Railway Company (and the Chicago Milwaukee and St. Paul Railway Company), recorded in the Marathon County Register of Deeds Office July 22, 1884, in Book 34 of Deeds at page 572.

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 untilities, 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:

1. To forever release the Grantor, its successors or assigns, from any and all obligations to furnish any driveway or other means of entry either to or from said above described real estate whether such obligations are imposed by Statute or otherwise.
2. To take all steps necessary, at no cost to Grantor, to comply with any and all governmental requirements relating to land division or use.

DATED this 15th day of December , 19 77 .

(SEAL)
Chicago and North Western Trans. Co.

Signed, Sealed and Delivered in Presence of:

M. F. CHATTERTON (signed)

JANET SCOTT (signed)

By I. ROBERT BALLIN, (signed)
Vice President

Attest DIANE KOHLER-RAUSCH
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 I. ROBERT BALLIN and DIANE KOHLER-RAUSCH , 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; 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 15th day of DECEMBER, 1977.

RICHARD S. KENNERLEY (signed)
Notary Public, in and for the County
Cook, in the State of Illinois

My Commission Expires: November 8, 1980

(SEAL)

STATE OF WISCONSIN) ss.
Department of State)
Received this 12th day of June A. D. 19 78 at 10 o'clock a M. and recorded in Vol. 57 of R.R. on page 10
Douglas La Follette
Secretary of State

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 heregy acknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto MARATHON ELECTRIC MANUFACTURING 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 City of Wausau, County of Marathon, and the State of Wisconsin----------

and described as follows, to wit:

A strip of land 33 feet in width extending Northerly and Northeasterly across Lot 2 (except the South 10 acres thereof) of Section 23, Township 29 North, Range 7 East of the Fourth Principal Meridian, said strip of land being 16.5 feet in width on each side of the center line of a branch track of the Chicago and North Western Transportation Company and the Chicago Milwaukee St. Paul and Pacific Railroad Company, and now known as Chicago and North Western Transportation Company spur track I.C.C. No. 71-A, as said branch track is now located, and lying Westerly of the West line of a parcel of land conveyed to Marathon Electric Manufacturing Corporation by Quit Claim Deed dated July 15, 1963.

ALSO: A strip of land 20 feet in width extending across the South 10 acres of said lot 2 and across that part of Lot 3 in said Section 23 lying Northerly of the Westerly extension of the Southerly property line of said Marathon Electric Manufacturing Corporation, said strip of land being 10 feet in width on each side of said branch or spur track center line.

ALSO: A strip of land 20 feet in width as described by Deed dated July 19, 1884, between John Ringle et al and the Milwaukee Lake Shore and Western Railway Company (and the Chicago Milwaukee and St. Paul Railway Company), recorded in the Marathon County Register of Deeds Office July 22, 1884, in Book 34 of Deeds at page 572.

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 3rd day of MARCH, A.D., Nineteen Hundred and Seventy-Eight.

(SEAL)

ATTEST:

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

By J. R. GRIMES (signed)
Vice President

J. H. SCHMELTZER (signed)
TRUST OFFICER

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

R. E. SCHUTEN (signed)

R. C. KECH (signed)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 J. H. SCHMELTZER 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 J. H. SCHMELTZER 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 and order of its Board of Directors 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 3rd day of MARCH A.D., Nineteen Hundred and Seventy-Eight.

(SEAL)

T. BRUNK (signed)
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: SEPTEMBER 17, 1979

STATE OF WISCONSIN) ss.
Department of State)
Received this 12th day of June A. D. 19 78 at 10 o'clock a. M. and recorded in Vol. 151 of R.R.M. on page 12
Douglas LaFollette
Secretary of State

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

In the Matter of)
)
CHICAGO, MILWAUKEE, ST. PAUL) No. 77 B 8999
and PACIFIC RAILROAD COMPANY,) Judge Thomas R. McMillen
)
Debtor.)

ORDER NO. 19

Upon consideration of the "Application of the Trustee for Authority to Sell Property," and pursuant to Bankruptcy Rule 8-509 (b), IT IS ORDERED that

(1) the Trustee is authorized to sell, or exchange the Debtor's real property, with improvements thereon, and interests therein such as easements in whatever manner he sees fit, including private sale, from time to time without notice other than the notice required by Rule 8-509 (b), free from liens and other claims, provided that the amount involved in any single sale or exchange authorized hereunder shall not exceed $100,000;

STATE OF WISCONSIN
DEPARTMENT OF STATE
RECEIVED AND FILED
JUN 12 1978
DOUGLAS LAFOLLETTE
SECRETARY OF STATE

(2) the rights, claims, liens and interests of the Trustee, the Debtor, the Trustees under applicable mortgages and any other claimants in, upon or against the property sold or exchanged in accordance with this order shall be transferred from such property to the net proceeds from the sales;

(3) the proceeds of the sales authorized by this order net of interest income and real estate brokerage fees and all other expenses incident or related to the sales shall, until further order of the Court, be deposited by the Trustee and retained in a trust account 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.

STATE OF WISCONSIN) ss.
Department of State)
Received this 12th day of June A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of R.R. III on page 73
Douglas La Follette
Secretary of State

THOMAS R. McMILLEN
District Judge

DATED: March 6, 1978

Executed in 560 counterparts,
of which this is No. 335

BURLINGTON NORTHERN INC.

TO

CITIBANK, N.A.,
Trustee.

SUPPLEMENTAL INDENTURE (No. 17)

Dated as of January 1, 1978

TO

GREAT NORTHERN RAILWAY COMPANY
GENERAL GOLD BOND MORTGAGE

Dated January 1, 1921

Providing for Issuance of General Mortgage Bonds, Series W.

SORG/CHICAGO U.S.A.

SUPPLEMENTAL INDENTURE, dated as of the 1st day of January, 1978, by and between BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), party of the first part, and CITIBANK, N.A. (successor by merger to The First National Bank of New York), a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called the "Trustee"), party of the second part.

Great Northern Railway Company has heretofore made, executed and delivered to The First National Bank of the City of New York, as Trustee, its General Gold Bond Mortgage (hereinafter called the "Original Indenture") dated January 1, 1921, and supplements thereto dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953 and as of September 1, 1954, under which General Mortgage Bonds of several series are outstanding. By further supplement dated as of March 2, 1970, the Company, in accordance with the provisions of Section 2 of Article Fifteen of the Original Indenture, has succeeded to, and been substituted for, Great Northern Railway Company, with the same effect as if it had been named in the Original Indenture as the party of the first part thereto; and by a second supplement dated as of March

2, 1970, the Company subjected to the lien of the Original Indenture, as theretofore supplemented and modified, property acquired by the Company by reason of the merger of Chicago, Burlington & Quincy Railroad Company into the Company and described the mortgage which was a lien on such property and the amount of bonds secured thereby. By further supplements dated respectively as of July 1, 1970, as of January 1, 1971, as of January 1, 1974 and as of July 1, 1975, the Company authorized additional series of General Mortgage Bonds (the Original Indenture as heretofore supplemented and modified being hereinafter sometimes called the "Mortgage").

The Company has by proper corporate action authorized the issuance under and pursuant to the terms of the Mortgage as supplemented and modified by this Supplemental Indenture of $50,000,000 principal amount of its General Mortgage Bonds, Series W (said Bonds being hereinafter sometimes referred to as the "Series W Bonds").

The Company desires by this Supplemental Indenture to make provision with respect to the continuance of certain limitations, as more specifically hereinafter set forth, upon the right of the Company to issue bonds under the Mortgage, and to make other provisions with respect to the Series W Bonds.

The forms of the Series W Bonds in registered form and of the Trustee's certificate to be endorsed on the Series W Bonds are to be severally and respectively substantially as follows:

(FORM OF REGISTERED BOND)

No. $

BURLINGTON NORTHERN INC.

GENERAL MORTGAGE 9¼% BOND, SERIES W

DUE JANUARY 1, 2010

Burlington Northern Inc., a Delaware corporation (hereinafter called the "Railway Company"), for value received, hereby promises to pay to or registered assigns, on the first day of January, 2010, at the office or agency of the Railway Company in the Borough of Manhattan, The City of New York, State of New York,
Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon from July 1 or January 1, as the case may be, next preceding the date hereof (unless this bond be dated July 1 or January 1, and in that event from the date of this bond), at the rate of 9¼% per annum, until said principal sum shall be paid, at said office or agency, in like coin or currency, semi-annually on the first day of January and the first day of July in each year.

This bond is one of the General Mortgage Bonds (coupon or registered) of the Railway Company issued and to be issued in one or more series under and pursuant to and equally secured by an indenture dated January 1, 1921, executed by the Railway Company to The First National Bank of the City of New York, Trustee (Citibank, N.A., being successor Trustee by merger), (hereinafter called the "indenture"), conveying all the property and franchises of the Railway Company mentioned in said indenture, and Supplemental Indentures dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953, as of September 1, 1954, two supplements dated as of March 2, 1970, as of July 1, 1970, as of January 1, 1971, as of January 1, 1974, as of July 1, 1975 and as of January 1, 1978 providing for the issuance of General Mortgage Bonds, Series W, to which reference is hereby made for a statement of the property and franchises mortgaged, conveyed, pledged or assigned, the nature and extent of the security, and the rights of the holders of said bonds and of the said Trustee in respect to such security.

The authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railway Company or of a successor corporation as defined in said indenture, after deducting therefrom the amount of all bonds then reserved under the provisions of said indenture to

retire prior debt at or before maturity, shall not exceed three times the par value (which, as provided in said Supplemental Indenture dated March 19, 1936, shall, in respect of shares without par value, be deemed the stated value) of the then outstanding, fully paid capital stock of the Railway Company or of a successor corporation.

The Series W Bonds are redeemable at the option of the Railway Company as a whole or in part on any interest payment date subsequent to July 1, 1978 upon publication of notice thereof in two newspapers of general circulation in the Borough of Manhattan, The City of New York, at least twice a week for nine successive weeks next preceding such interest payment date, and in the manner and otherwise as provided in said indenture, at the principal amount thereof, together with accrued interest to the date designated for redemption.

In case of certain defaults specified in said indenture, the principal of this bond and all of the bonds issued under said indenture may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable by the registered holder hereof in person or by attorney duly authorized in writing, either at the office of the Railway Company in the City of St. Paul, State of Minnesota, or at its office or agency in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, and thereupon a new registered bond, without coupons, of the same series will be issued to the transferee in exchange therefor as provided in said indenture. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. For such transfer or exchange a charge may be made, as provided in said indenture.

No recourse shall be had for the payment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture and supplements, against any incorporator, stockholder, officer or director, past, present or future, of the Railway Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof, and as part of the consideration of the issue hereof, expressly released as provided in said indenture.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by Citibank, N.A., as Trustee or its successor in trust under said indenture.

IN WITNESS WHEREOF Burlington Northern Inc. has caused this bond to signed by its Chairman of the Board, its President or a Vice President, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or an Assistant Secretary, the day of

BURLINGTON NORTHERN INC.

By .....
Vice President

Attest:

.....
Assistant Secretary

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond is one of the bonds described in the within mentioned indenture, and Supplemental Indenture dated as of January 1, 1978.

CITIBANK, N.A., as Trustee

By .....
Authorized Officer

The forms of the Series W Bonds in coupon form and of the coupons to be attached thereto are to be severally and respectively substantially the same as the forms set forth in the Original

Indenture, the text of the Series W Bonds in coupon form to be substantially the same as that of the Series W Bonds in registered form with omissions, insertions and variations appropriate to coupon bonds.

All things necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10) paid by the Trustee to the Railway Company, receipt whereof is hereby acknowledged, the parties hereto do hereby agree for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, body or bodies politic and corporate who shall from time to time be bearers or registered holders of the Series W Bonds or bearers of any of the coupons thereto appertaining as their respective interests may appear, as follows:

ARTICLE ONE

ISSUANCE OF SERIES W BONDS

The Series W Bonds, substantially in the forms hereinbefore described, shall be issued and authenticated under and in accordance with the provisions of the Mortgage in principal amounts at any one time outstanding, except as otherwise provided in Section 6 of Article Two of the Mortgage, of not to exceed $50,000,000. The Series W Bonds will mature January 1, 2010, and will bear interest at the rate of 9¼% per annum payable January 1 and July 1 in each year until the principal sum is paid and if in coupon form will be dated January 1, 1978. The Series W Bonds will be issuable in coupon form in the denominations of $1,000, $500 and $100, and will be registrable as to principal, and will be issuable in fully registered form in denominations of $1,000 and any multiples of $1,000, and in fully registered form will, as provided in the Mortgage, respectively be dated the day of issue and will bear interest from the date thereof if the same be an interest date and if the date thereof be not an interest date, said Bonds in fully registered form will bear interest from the last preceding interest date.

ARTICLE TWO

REDEMPTION OF SERIES W BONDS

The Series W Bonds will be redeemable at the option of the Company in whole or from time to time in any part thereof on any interest payment date subsequent to July 1, 1978 and prior to the maturity thereof at the principal amount thereof plus accrued interest to the designated date of redemption, in the manner and otherwise as provided in Article Four of the Mortgage.

ARTICLE THREE

CONTINUATION OF LIMITATION UPON THE ISSUANCE OF BONDS

The Company covenants that the covenants contained in Article Four of the Supplemental Indenture dated as of July 1, 1944 to the Mortgage, as modified by Article Four of the Supplemental Indenture dated as of July 1, 1945 to the Mortgage, by Article Four of each of two Supplemental Indentures dated as of January 1, 1946, by Article Three of the Supplemental Indenture dated as of July 1, 1970, by Article Three of the Supplemental Indenture dated as of January 1, 1971, by Article Three of the Supplemental Indenture dated as of January 1, 1974 and by Article Three of the Supplemental Indenture dated as of July 1, 1975 to the Mortgage, shall be continued in full force and effect but without otherwise extending their scope, until all of the Series W Bonds shall have been paid or retired in full, or adequate provision satisfactory to the Trustee shall have been made for their payment and to this end the provision contained in Article Four of said Supplemental Indenture dated as of July 1, 1944, modified as aforesaid, to the effect that at such time as all of the Company's General Mortgage Gold Bonds, Series K, L, M, N, O, P, Q, R, S, T, U and V shall have been paid or retired in full or adequate provision satisfactory to the Trustee shall have been made for their payment, said covenants shall become null and void and of no further effect, shall be deemed to be by this Supplemental Indenture appropriately modified.

ARTICLE FOUR

CONCERNING THE TRUSTEE

The Trustee hereby accepts the trust herein declared and provided and agrees to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. The Trustee shall be under no obligation to see to the filing, registration or recording of this Supplemental Indenture or to the refiling, reregistration or rerecording hereof but the Company covenants to effect, when and as may be required by law in order to protect the rights hereunder of the holders of the Series W Bonds, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series W Bonds herein provided for without waiting for any such filing, registration, recording or refiling, reregistration or rerecording. In general, each and every term and condition contained in Article Twelve of the Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE FIVE

EXECUTION IN COUNTERPARTS

This Supplemental Indenture may be executed simultaneously in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

ARTICLE SIX

CONSTRUED WITH MORTGAGE

This is a Supplemental Indenture to the Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Mortgage and each of the covenants and obligations of the Company herein contained shall be, except as herein otherwise provided, subject to the provisions of the Mortgage.

IN WITNESS WHEREOF, BURLINGTON NORTHERN INC., the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or President or one of its Vice Presidents, and its corporate seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; and CITIBANK, N.A., the party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by one of its Senior Trust Officers, and its corporate seal to be hereunto affixed and the same to be attested by one of its Trust Officers, all as of the day and year first above written.

SEAL AFFIX

(Corporate Seal)

BURLINGTON NORTHERN INC.

By .....
Vice President

Attest:

.....
Assistant Secretary

CITIBANK, N.A.,
as Trustee as aforesaid

(Corporate Seal)

By .....
Senior Trust Officer

Attest:

Trust Officer

Signed, sealed and acknowledged by all parties in the presence of:

Attesting Witnesses

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 13th day of June in the year 1978 before me personally came and appeared R. F. Garland to me personally known, and to me known to be a Vice President of Burlington Northern Inc., one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 2147 Valley View Place, St. Paul, Minnesota; that he is a Vice President of Burlington Northern Inc., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like order and authority; and said R. F. Garland acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

ALICE H. SHAW
Notary Public, State of New York
No. 24-4646218
Qualified in Kings County
Commission Expires March 30, 1979

SEAL AFFIX

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 13th day of June in the year 1978 before me personally came and appeared Ralph E. Johnson to me personally known, and to me known to be a Senior Trust Officer of Citibank, N.A., one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 60 Gramercy Park, New York, New York; that he is a Senior Trust Officer of Citibank, N.A., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority; and said Ralph E. Johnson acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

ST. OF WISCONSIN
Department of State } ss.
Received this 3rd day of July A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 56 of R. R. M. on page 15
Secretary of State

(Notarial Seal)

AFFIX

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1980

EXECTED IN 560 COUNTER-PARTS. OF WHICH THIS IS NO. 335

Conformed Copy

BURLINGTON NORTHERN INC.

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

AND

BARTLETT FORD
(herein becoming successor to Jacob M. Ford II),

Trustees

SEVENTH SUPPLEMENTAL INDENTURE

Dated as of June 15, 1978

TO

BURLINGTON NORTHERN INC.
CONSOLIDATED MORTGAGE

Dated March 2, 1970

Appointing Successor Individual Trustee and
Creating Consolidated Mortgage 9¼% Bonds, Series F, Due 1998

SORG/CHICAGO, U.S.A.

THIS SEVENTH SUPPLEMENTAL INDENTURE, dated as of June 15, 1978, by and between BURLINGTON NORTHERN INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a trust company organized and existing under the laws of the State of New York, and BARTLETT FORD of St. Joseph, Missouri, as Trustees, parties of the second part, hereinafter called, when referred to jointly, the "Trustees" and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively.

WHEREAS, the Company, the Corporate Trustee and Jacob M. Ford II, as Individual Trustee, have heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental Indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971, December 20, 1971, January 15, 1974 and July 1, 1975, under which Consolidated Mortgage Bonds of several series are outstanding (the Original Mortgage as heretofore supplemented and modified being hereinafter called the "Indenture"); and

WHEREAS, Jacob M. Ford II has resigned as Individual Trustee effective on the earlier of July 15, 1978 or the appointment of his successor as Individual Trustee, and Bartlett Ford is hereby appointed successor Individual Trustee effective on June 1, 1978; and

WHEREAS, the Company has by proper corporate action authorized the issuance and sale of an additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 9¼% Bonds, Series F, Due 1998", hereinafter called the "Bonds of Series F", in the principal amount of $50,000,000; and

Whenever less than all of the Bonds of Series F are to be redeemed, the Corporate Trustee shall select, in such manner as it shall deem appropriate and fair, the particular Bonds of Series F or portions of such Bonds (equal to $1,000 or any multiple thereof) to be redeemed and shall notify the Company in writing of the numbers and principal amounts of the Bonds of Series F or portions thereof so selected. In selecting Bonds of Series F or portions of such Bonds to be redeemed, the Corporate Trustee shall prorate, as nearly as practical, the principal amount of such Bonds to be redeemed among all the registered holders of Bonds of Series F in proportion to the respective principal amounts held by each such holder and shall make such rounding adjustments as it shall deem proper so that the principal amount of Bonds of Series F of any registered holder to be redeemed shall be $1,000 or any multiple thereof. The Company shall give the Corporate Trustee written notice at least 50 days (or such lesser period as shall be acceptable to the Corporate Trustee) prior to any redemption date selected by the Company of the aggregate principal amount of Bonds of Series F to be redeemed.

The Company shall not be required to and, if so requested by the Corporate Trustee, shall not (i) issue, transfer or exchange any Bonds of Series F during a period beginning at the opening of business 15 days before any selection of Bonds of Series F for redemption (whether at the option of the Company or through operation of the Sinking Fund provided for in Section 1.03 hereof) and ending at the close of business on the date of such selection or (ii) transfer or exchange any Bond of Series F or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series F during the period specified in (i) above or in lieu of Bonds of Series F or portions thereof selected for redemption.

The provisions of Sections 3.04 to 3.08, inclusive, of the Indenture shall, so far as applicable, apply to and govern the redemption of Bonds of Series F, except that any installment of interest which by the terms of the Bonds of Series F is due and payable on any Interest Payment Date occurring on or prior to a redemption date shall be payable to the persons in whose names the Bonds of Series F were registered on the relevant Record Date and except that payment upon redemption in part of Bonds of Series F shall be subject to any "home office payment" agreement between the Company and any person who (or whose nominee) is a registered holder of such Bonds pursuant to Section 1.07 hereof, and except as otherwise expressly provided in this Seventh Supplemental Indenture.

SECTION 1.03. As and for a mandatory Sinking Fund for the Bonds of Series F, the Company shall, except as hereinafter provided in this Section 1.03, pay to the Corporate Trustee at least one business day prior to June 15, 1984, and June 15 of each year thereafter to and including June 15, 1997, each such June 15 being hereinafter called a "Sinking Fund Payment Date", an amount in New York Clearing House funds sufficient to redeem $3,250,000 principal amount of the Bonds of Series F on June 15, 1984 and on each June 15 thereafter to and including June 15, 1997, at a price equal to 100% of the principal amount thereof, hereinafter called the "Sinking Fund Redemption Price". Sinking Fund moneys shall not be applied to the payment of interest on the Bonds of Series F, but the Company shall otherwise provide for all interest accrued to the Sinking Fund Payment Date on the Bonds of Series F or portions thereof called for redemption through the operation of such Sinking Fund on such date.

In addition to the Sinking Fund payment required by the immediately preceding paragraph, the Company may elect in the manner hereinafter provided to make, at least one business day prior to each Sinking Fund Payment Date, an optional Sinking Fund payment to the Corporate Trustee in an amount not in excess of the applicable mandatory Sinking Fund payment. The exercise of such election shall not have the effect of reducing the amount of any Sinking Fund payment which the Company shall be required to make pursuant to the immediately preceding paragraph. The election shall be noncumulative so that the failure to exercise such election in any year, in whole or in part, shall not increase the amount of any optional Sinking Fund payment that may be made to the Corporate Trustee in any subsequent year. Any such election by the Company with respect to any such Sinking Fund Payment Date shall be made in the Officers' Certificate hereinafter mentioned in this Section 1.03, which election shall be irrevocable.

In lieu of making all or any part of any Sinking Fund payment in cash, the Company may at its option by Request direct the Corporate Trustee to apply Deposited Cash for such purpose pursuant to subparagraph (2) of the second paragraph of Section 5.09 of the Indenture.

On or before the April 26 prior to each Sinking Fund Payment Date, the Company shall deliver to the Corporate Trustee an Officers' Certificate which shall

(1) specify the amount of cash, if any, which the Company will deposit with the Corporate Trustee at least one business day prior to such Sinking Fund Payment Date;

(2) specify the amount of Deposited Cash to be credited against the Sinking Fund payment due on or before such Sinking Fund Payment Date in accordance with subparagraph (2) of the second paragraph of Section 5.09 of the Indenture;

(3) specify the principal amount of Bonds of Series F to be redeemed on such Sinking Fund Payment Date, including the principal amount of such Bonds, if any, which the Company elects to redeem by an optional Sinking Fund payment;

(4) state that no Event of Default has happened and is continuing.

In case of the failure of the Company to deliver such Officers' Certificate on or before the April 26 next preceding any Sinking Fund Payment Date, the Company shall make the full cash payment specified in the first paragraph of this Section 1.03 and shall not be entitled to make any optional Sinking Fund payment.

Except as otherwise provided in the next succeeding paragraph of this Section 1.03, all money paid into the Sinking Fund for the Bonds of Series F shall be held in trust for the holders of such Bonds and shall be applied by the Corporate Trustee to the redemption of such Bonds at the Sinking Fund Redemption Price in the manner specified in the next sentence. Promptly after each April 26 prior to a Sinking Fund Payment Date the Corporate Trustee shall select, in the manner provided in Section 1.02 hereof, the Bonds of Series F to be redeemed on such Sinking Fund Payment Date and shall cause notice of the redemption thereof to be given in the name and at the expense of the Company as provided in Section 3.04 of the Indenture, except that the notice shall state that the redemption is for Sinking Fund purposes; and such redemption shall otherwise be subject to the same terms and provisions as are applicable to redemptions of Bonds of Series F at the option of the Company.

Anything in this Section 1.03 to the contrary notwithstanding, the Corporate Trustee shall not redeem any Bonds of Series F through the operation of the Sinking Fund therefor, or mail any notice of such redemption, during the continuance of an Event of Default, except that if such notice shall have been mailed before the Corporate Trustee had actual knowledge of such Event of Default or had received the notice thereof specified in Section 10.01 (e) of the Indenture, the Corporate Trustee shall redeem the Bonds of Series F as to which such notice of redemption shall have been given if sufficient money is held by the Corporate Trustee in the Sinking Fund for Bonds of Series F. Except as aforesaid, any money held in such Sinking Fund at the time when any Event of Default shall occur, or any moneys thereafter paid into such Sinking Fund, shall be held, during the continuance of such Event of Default, as additional security for all Bonds issued under the Indenture; but if such Event of Default shall thereafter be cured or waived as provided in the Indenture, such Sinking Fund moneys shall thereafter be applied to the redemption of Bonds of Series F at the Sinking Fund Redemption Price on the next succeeding Sinking Fund Payment Date.

SECTION 1.04. The Bonds of Series F and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF SERIES F]

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 9¼% BOND, SERIES F, DUE 1998

BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to ,
or registered assigns, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, the principal sum of

DOLLARS on June 15, 1998, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate of 9¼% per annum, at said office or agency in like coin or currency, from the interest payment date next preceding the date of this Bond to which interest has been paid or duly provided for or June 15, 1978, whichever is later (unless this Bond is dated after any May 31 or November 30, and on or prior to the next succeeding June 15 or December 15, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding June 15 or December 15), semi-annually on June 15 and December 15 of each year, until payment of said principal sum has been made or duly provided for; provided, however, that so long as there is no existing default in the payment of interest (and except for the payment of defaulted interest), the interest payable on any June 15 and December 15 will be paid to the person in whose name this Bond was registered at the close of business (whether or not a business day) on the May 31 or November 30, as the case may be, next preceding such interest payment date. If and to the extent that the Company shall default in the payment of interest due on any June 15 or December 15, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such record date.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Bond shall have been authenticated by the certificate hereon of the Corporate Trustee.

IN WITNESS WHEREOF, Burlington Northern Inc. has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated: .....

BURLINGTON NORTHERN INC.

By .....

Attest:

.....

THIS BOND HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED THEREUNDER OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THIS BOND MAY BE SUBJECT TO A HOME OFFICE PAYMENT AGREEMENT, AND ACCORDINGLY ANY PROSPECTIVE PURCHASER HEREOF SHOULD FIRST VERIFY THE UNPAID PRINCIPAL AMOUNT HEREOF WITH THE CORPORATE TRUSTEE.

[FORM OF REVERSE OF BOND OF SERIES F]

This Bond is one of the Consolidated Mortgage Bonds of the Company, herein sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated March 2, 1970, executed by the Company to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a trust company duly organized and existing under the laws of the State of New York (herein called the "Corporate Trustee"), and JACOB M. FORD II, as Individual Trustee (BARTLETT FORD having been duly appointed successor Individual Trustee), herein, as amended and supplemented from time to time, sometimes called the "Indenture", to which Indenture and any and all supplements thereto

reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustees thereunder.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Bond at the time and place and at the rate or rates and in the currency herein prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 9¼% Bonds, Series F, Due 1998 (hereinafter called the "Bonds of Series F") created by a Seventh Supplemental Indenture, dated as of June 15, 1978, to the Indenture. The aggregate principal amount of Bonds of Series F which may be outstanding at any time is limited to the principal amount of $50,000,000, except as otherwise provided in the Indenture.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherwise, all as in the Indenture provided.

If an Event of Default as defined in the Indenture shall occur, the principal of the Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture and such Seventh Supplemental Indenture, the Bonds of Series F are redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing June 15	A redemption price of	If redeemed during the 12 month period commencing June 15	A redemption price of
1978	109.25%	1988	103.81%
1979	108.71%	1989	103.27%
1980	108.17%	1990	102.73%
1981	107.62%	1991	102.18%
1982	107.08%	1992	101.64%
1983	106.53%	1993	101.09%
1984	105.99%	1994	100.55%
1985	105.45%	1995	100.00%
1986	104.90%	1996	100.00%
1987	104.36%	1997	100.00%

provided, however, that prior to June 15, 1988 no Bonds of Series F may be redeemed at the option of the Company directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate (as defined in the Indenture) which has an interest cost, computed in accordance with generally accepted financial practice, of less than 9¼% per annum.

The Bonds of Series F are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in such Seventh Supplemental Indenture, and, as provided therein, are subject to redemption in part through the operation of such sinking fund on June 15, 1984, and on each June 15 thereafter to and including June 15, 1997, at a sinking fund redemption price equal to 100% of the principal amount of the Bonds to be so redeemed.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on, this Bond, the consent of the holder hereof, all as more fully provided in the Indenture.

This Bond is transferable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender hereof accompanied by written instrument of

transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder hereof or by its duly authorized attorney, and thereupon a new Bond or Bonds of Series F in an aggregate principal amount equal to the unredeemed balance of the principal amount hereof will be issued to the transferee in exchange herefor, all as provided in the Indenture.

The Company, the Corporate Trustee, any paying agent and any registrar of the Bonds of Series F may for all purposes treat the person in whose name this Bond is registered as the absolute owner hereof, notwithstanding any notice to the contrary.

The Bonds of Series F are issuable in the denomination of $1,000 or any multiple thereof. The Bonds of Series F are issuable only as registered Bonds without coupons. This Bond may be exchanged for Bonds of Series F of other authorized denominations upon presentation for that purpose as provided in the Indenture, and thereupon a new Bond or Bonds of Series F in an aggregate principal amount equal to the unredeemed balance of the principal amount hereof will be issued in exchange herefor.

No service charge will be made for any transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

[Form of Corporate Trustee's Certificate of Authentication]

This Bond is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

Morgan Guaranty Trust Company
of New York, as Corporate Trustee

By .....
Authorized Officer

Section 1.05. Bonds of Series F shall be transferable, and shall be exchangeable for Bonds of Series F of other authorized denominations, upon surrender thereof at the office or agency of the Company to be maintained for that purpose in accordance with Section 4.01 of the Indenture accompanied by a proper instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder in person or by its duly authorized attorney. Upon any transfer or exchange, a new Bond or Bonds of Series F will be issued in an aggregate principal amount equal to the unredeemed balance of the principal amount of the Bond of Series F surrendered for such purpose. No service charge will be made for any such transfer or exchange, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Section 1.06. Pending the preparation of definitive Bonds of Series F, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series F in temporary form as provided in Section 1.10 of the Indenture. Such Bonds of Series F in temporary form may, in lieu of the statement of the redemption prices required to be set out in the Bonds of Series F in definitive form, include a reference to Section 1.02 hereof for a statement of such redemption prices.

Section 1.07. Anything in the Indenture, this Seventh Supplemental Indenture or the Bonds of Series F to the contrary notwithstanding, the Company may enter into a written agreement with any person who (or whose nominee) is or is to become the registered holder of any of the Bonds of Series F providing for the making of all payments on account of each such Bond, prior to payment in full thereof, (including payment of the redemption price of a portion of any such Bond) for the account of such holder in the manner and at the address specified in or pursuant to such agreement, without presentation or surrender thereof if there shall have been filed with the Corporate Trustee an original or conformed copy of such agreement and if such agreement shall provide that such holder will not deliver such Bond upon disposition thereof unless prior to such delivery it shall have surrendered the same to the Corporate Trustee for notation thereon of the principal amount thereof redeemed or in exchange for a new Bond or Bonds of Series F in an aggregate principal amount equal to the unredeemed balance of the principal amount thereof. The Company will indemnify and save the Trustees harmless against any liability resulting from any act or omission to act on the part of the Company or any such holder in connection with any such agreement or which the Trustees may incur as a result of making any payment in accordance with any such agreement.

ARTICLE II

Issue of Bonds of Series F

Bonds of Series F may be executed, authenticated and delivered from time to time as permitted by the provisions of Article Two of the Indenture.

ARTICLE III

Miscellaneous Provisions

Section 3.01. All of the terms, conditions and provisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Seventh Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Seventh Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.02. Morgan Guaranty Trust Company of New York and Bartlett Ford, the parties of the second part, hereby accept the trust in this Seventh Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this Seventh Supplemental Indenture and in the Bonds of Series F (except for the Corporate Trustee's certificates of authentication) shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Seventh Supplemental Indenture other than as set forth in the Original Mortgage.

Section 3.03. Nothing in this Seventh Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm or corporation other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect of this Seventh Supplemental Indenture, or any covenant, condition or provision herein contained, all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the Bonds and the coupons; and all such covenants, conditions and provisions by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

Section 3.04. The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 3.05. This Seventh Supplemental Indenture may be executed in several counterparts, each of which shall be an original, and all collectively shall constitute but one instrument, which shall be sufficiently proved by the production of any one of said counterparts.

In Witness Whereof, Burlington Northern Inc., the party of the first part, has caused this Seventh Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Morgan Guaranty Trust Company of New York, one of the parties of the second part, has caused this Seventh Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its As-

sistant Secretaries; and Bartlett Ford, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

By R. F. GARLAND
Vice President

SEAL AFFIX

(Corporate Seal)

Attest:

G. F. STEINHIBEL
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By R. E. SPARROW
Vice President

SEAL AFFIX

(Corporate Seal)

Attest:

FAITH A. GAUSMAN
Assistant Secretary

BARTLETT FORD (L.S.)

Signed, sealed and acknowledged by all parties in the presence of:

P. A. WARINSKY

B. CALDER
Attesting Witnesses

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 13th day of June in the year 1978 before me personally came and appeared R. F. Garland to me personally known, and to me known to be a Vice President of Burlington Northern Inc., one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 2147 Valley View Place, St. Paul, Minnesota; that he is a Vice President of Burlington Northern Inc., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like order and authority; and said R. F. Garland acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

SUE SCALCIONE
SUE SCALCIONE
Notary Public, State of New York
No. 31-4649543
Qualified in New York County
Commission Expires March 30, 1979

SEAL AFFIX

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 13th day of June in the year 1978 before me personally came and appeared R. E. Sparrow to me personally known, and to me known to be a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 496 Dorchester Road, Ridgewood, New Jersey; that he is a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority; and said R. E. Sparrow acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

(Notarial Seal)

ELIZABETH A. BUCKLEY
ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 52-4620859
Commission Expires March 30, 1979

SEAL AFFIX

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 13th day of June, 1978, personally appeared before me Bartlett Ford, to me personally known and to me known to be the individual and the same person described in and who executed the within and foregoing instrument, and acknowledged that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

(Notarial Seal)

MAUREEN McSHANE
MAUREEN McSHANE
Notary Public, State of New York
No. 24-4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1979

SEAL AFFIX

STATE OF WISCONSIN
Department of State } ss.

Received this 3rd day of July A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of R. R. M. on page 21-31

Douglas La Follette
Secretary of State

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 ELROY INDUSTRIAL DEVELOPMENT CORP., 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 the property situated in the City of Elroy, County of Juneau, and the State of Wisconsin----------

and described as follows, to wit:

PARCEL 1

That part of Block 10 in Whichers Addition to Elroy lying Southwesterly of a line parallel with and distant 25 feet Northeasterly, measured at right angles and radially from the centerline of Chicago and North Western Transportation Company Spur Track ICC No. 13 (now removed) as said spur track was located prior to its removal.

ALSO:

That part of Block 11 in said Whichers Addition, and of Liberty Street lying between said Blocks 10 and 11, and of the alleys lying Easterly of and adjoining said Blocks 10 and 11, all in the Southeast Quarter of the Northeast Quarter of Section 32, Township 15 North, Range 2 East of the Fourth Principal Meridiam, lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from the centerline of the main track (now removed) of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 32 (and 33), and lying Southwesterly of a line parallel with and distant 25 feet Northeasterly, measured at right angles or radially, from said (former) spur track (ICC No. 13) centerline.

ALSO:

That part of the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter, of Section 33, Township and Range aforesaid, bounded and described as follwos: Commencing at the intersection of the Easterly extension of the South line of McLean Street and the West line of said Section 33; thence S 00° 00' E along said West line a distance of 979.00 feet to a point distant 50 feet Southwesterly measured at right angles, from the centerline of the main track (now partly removed) of the Chicago and North Western Transportation Company (formerly the Chicago and North Western Railway Company), as said main track was located prior to its removal for the point of beginning of the parcel of land herein described; thence S 33° 03' E parallel with said main track centerline a distance of 301.37 feet; thence S 17° 08' E a distance of 90.00 feet; thence N 58° 29' E a distance of 24 feet, more or less, to a point distant 50 feet Southwesterly, measured at right angles, from said main track centerline; thence Southeasterly parallel with said main track centerline a distance of 450 feet, more or less, to a point on the Northwesterly line of Franklin Street; thence Northeasterly along said Northwesterly line of Franklin Street a distance of 100 feet, more or less, to a point distant 20 feet Southwesterly, measured at right angles or radially, from the centerline of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as now located; thence Northwesterly parallel with said last described main track centerline a distance of 1,000 feet, more or less, to a point distant 25 feet Northeasterly, measured at right angles or radially, from said (former) spur track (ICC No. 13) center line; thence Northwesterly parallel with said spur track centerline a distance of 50 feet, more or less, to a point on the West line of said Section 33; thence Southerly along said West line a distance of 240 feet, more or less, to the point of beginning.

PARCEL 2

That part of the Northwest Quarter of the Southwest Quarter of Section 33, township 15 North, Range 2 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the Southeasterly line of Franklin Street, distant 50 feet Southwesterly, measured at right angles, from the centerline of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 33; thence Southeasterly parallel with said original main track centerline,

said parallel line being also the Northeasterly line of Block 1 of Harts Addition to Elroy, a distance of 400 feet, more or less, to the most Easterly corner of Lot 8 in said Block 1; thence Northeasterly radial to the last described course a distance of 20 feet; thence Southeasterly parallel with and distant 30 feet Southwesterly, measured radially, from said original main track centerline a distance of 125 feet, more or less, to a point on the Northwesterly line of Elroy Street; thence Northeasterly along said Northwesterly line of Elroy Street a distance of 30 feet, mor or less, to a point distant 20 feet Southwesterly, measured at right angles, from the centerline of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said main track is now located; thence Northwesterly parallel with said last described main track centerline a distance of 550 feet, more or less, to a point on the Southeasterly line of said Franklin Street; thence Southwesterly along said Southeasterly line of Franklin Street a distance of 95 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 Assistance 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 3rd day of MARCH , A.D., Nineteen Hundred and Seventy-eight.

SEAL

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

By J. R. GRIMES (SIGNED)
Vice President

ATTEST:

J. H. SCHMELTZER (signed)
Trust Officer

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

R.E. SCHUTEN (signed)

R.C. KECH (signed)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 J. H. SCHMELTZER to 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 J. H. SCHMELTZER 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 and order of its Board of Directors as the free and voluntary act and deed ofsaid 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 3rd day of MARCH A.D., Nineteen Hundred and Seventy-eight.

T. BRUNK(signed)
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

SEAL

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of June A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M. on page 33-34
Douglas La Follette
Secretary of State

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, etc., on Pages 369 to 414, 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 ELROY INDUSTRIAL DEVELOPMENT CORP., a Wisconsin corporation.

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 Elroy, County of Juneau, and the State of Wisconsin---------

and described as follows, to wit:

PARCEL 1

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 2 East, City of Elroy, Juneau County, Wisconsin, which is bounded by a line described as follows: Commencing at the Northwest corner of said Section 33; thence S 0° 19'43" E, 1328.54 feet along the West line of said Section 33 to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25' E, 337.47 feet along the North line of said Southwest Quarter of the Northwest Quarter to the point of beginning of the tract of land herein described; thence N 89° 25' W, 6.78 feet along the South line of the Northwest Quarter of the Northwest Quarter of said Section 33; thence N 83°43'39" W, 208.95 feet to a point distant 75 feet Easterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company); thence N 04° 10'21" E, 30.74 feet parallel with said main track centerline, to a point of curve; thence along the arc of a curve concave to the West, radius 969.59 feet (the chord of which bears N 01°18'38" E, 96.80 feet) a distance of 96.84 feet, thence N 01°33'W, 518.32 feet parallel with said main track center line; thence N 88°27' E, 225.42 feet; thence S 01°33' E, 372.90 feet; thence S 62°10' W, 142.52 feet to apoint of curve; thence along the arc of a curve concave to the Southwest, radius 2406.38 feet (the chord of which bears S 27° 25' E, 35.00 feet) a distance of 35.00 feet; thence S 27°50' E, 60.35 feet to a point of curve; thence along the arc of a curve Concave to the Southwest, radius 1490.50 feet (the chord of which bears S 25°42'50" E, 110.25 feet) a distance of 110.27 feet; thence S 23°38' E, 56.18 feet to the point of beginning.

ALSO:

A parcel of land located in the Northwest Quarter of the Northwest Quarter and Southwest Quarter of the Northwest Quarter, Section 33, Township 15 North, Range 2 East, City of Elroy, Juneau County, Wisconsin, which is bounded by a line described as follows:Commencing at the Northwest corner of said Section 33; thence S 0° 19'43" E, 1328,.54 feet along the West line of said Section 33 to the Northwest corner of the Southwest Quarter of the Northwest quarter of said Section 33; thence S 89°25' E, 357.02 feet along the North line

of the Southwest Quarter of the Northwest Quarter to the point of beginning; thence S 08°28'E, 562.00 feet; thence S56°41' W, 268.25 feet along the North line of Juneau Street to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 2557.29 feet (the chord of which bears N 20°28'53" W, 138.62 feet) a distance of 138.63 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 460.81 feet (the chord of which bears N 12°52' W, 97.43 feet) a distance of 97.61 feet; thence N 10°14'16" W, 134.45 feet to apoint of curve; thence along the arc of a curve concave to the East, having aradius of 2168.85 feet (the chord of which bears N 08°54'17" W, 100.92 feet) a distance of 100.93 feet to a point of curve; thence along the arc of a curve concave to the West, having a radius of 753.92 feet (the chord of which bears N 06°28'01" W, 29.03 feet) a distance of 29.03 feet to a point of 75 feet Southeasterly and perpendicular to the center line of the main track of the Chicago and North Western Tansportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company) thence along the arc of a curve concave to the West, having a radius of 1154.97 feet (the Chord of which bears N 06°10'29" E, 80.73 feet) a distance of 80.74 feet; thence N 04° 10'21" E, 160.77 feet; thence S 83°43'39" E, 208.95 feet to apoint on the North line of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25' E, 26.33 feet along the North line of the Southwest Quarter of the Northwest Quarter of said Section 33 to the point of beginning, except lands sold to John J. Madden etux as described in deed recorded on May 20, 1977, in Vol. 235 of Records, Page 494, as Document No. 249054, Juneau County, Wisconsin records.

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 ELROY INDUSTRIAL DEVELOPMENT CORP., a Wisconsin corporation-------

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 continunity 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 Vice President and its corporate seal to be hereunto affixed and attested by its Assistance Trust Officer, this 7th day of JUNE , 1978.

MANUFACTURERS HANOVER TRUST COMPANY

By D. A. URSITTI, JR. (signed)
Its Assistanct Vice President

SEAL
ATTEST:

T. C. KNIGHT (signed)
Its Assistant Trust Officer

Signed, Sealed and Delivered in Presence of:

(Signed)

(signed)

STATE OF NEW YORK)
) 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 D. A. URSITTI, JR. and T. C. KNIGHT , 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 Assitant 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 7th day of JUNE A.D. Nineteen Hundred and Seventy-eight.

FRANCIS J. GRIPPO (signed)
Notary Public, State of N. Y.

SEAL

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of June A. D. 19 78 at 10 o'clock A M. and recorded in Vol. 57 of R. R. M. on page 36-37
Douglas La Follette
Secretary of State

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 and 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 ELROY INDUSTRIAL DEVELOPMENT CORP., a Wisconsin corporation----------

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 Elroy, County of Juneau, and the State of Wisconsin----------

and described as follwos, to wit:

PARCEL 1

A parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 2 East, City of Elroy, Juneau County, Wisconsin, which is bounded by a line described as follows: Commencing at the Northwest corner of said Section 33; thence S 0°19'43" E, 1328.54 feet along the West line of said Section 33 to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25' E, 337.47 feet along the North line of said Southwest Quarter of the Northwest Quarter to the point of beginning of the tract of land herein described; thence N 89°25' W, 6.78 feet along the South line of the Northwest Quarter of the Northwest Quarter of said Section 33; thence N 83°43'39" W, 208.95 feet to a point distant 75 feet Easterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul Minneapolis and Omaha Railway Company); thence N 04° 10'21" E, 30.74 feet parallel with said main track center line, to a point of curve; thence

along the arc of a curve concave to the West, radius 969.59 feet (the chord of which bears N 01°18'38" E, 96.80 feet) a distance of 96.84 feet, thence N 01°33' W, 518.32 feet parallel with said main track center line; thence N88°27' E, 225.42 feet; thence S 01°33' E, 372.90 feet; thence S 62° 10' W, 142.52 feet to a point of curve; thence along the arc of a curve concave to the Southwest, radius 2406.38 feet (the chord of which bears S 27°25'E, 35.00 feet) a distance of 35.00 feet; thence S 27°50' E, 60.35 feet to a point of curve; thence along the arc of a curve concave to the Southwest, radius 1490.50 feet (the chord of which bears S 25° 42'50" E, 110.25 feet) a distance of 110.27 feet; thence S 23°38' E, 56.18 feet to the point of beginning.

ALSO:
A parcel of land located in the Northwest Quarter of the Northwest Quarter and Southwest Quarter of the Northwest Quarter, Section 33, Township 15 North, Range 2 East, City of Elroy, Juneau County, Wisconsin, which is bounded by a line described as follows: Commencing at the Northwest corner of said Section 33; thence S 0°19'43" E, 1328.54 feet along the West line of said Section 33 to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25' E, 357.02 feet along the North line of the Southwest Quarter of the Northwest Quarter to the point of beginning; thence S 08°28'E, 562.00 feet; thence S 56°41'W, 268.25 feet along the North line of Juneau Street to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 2557.29 feet (the chord of which bears N 20°28'53" W, 138.62 feet) a distance of 138.63 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 460.81 feet (the chord of which bears N 12°52' W, 97.43 feet) a distance of 97.61 feet; thence N 10° 14'16" W, 134.45 feet to a point of curve; thence along the arc of a curve concave to the East, having a radius of 2168.85 feet (the chord of which bears N 08°54'17" W, 100.92 feet) a distance of 100.93 feet) a distance of 100.93 feet to a point of curve; thence along the arc of a curve concave to the West, having a radius of 753.92 feet (the chord of which bears N 06°28'01" W, 29.03 feet) a distance of 29.03 feet to a point of 75 feet Southeasterly and perpendicular to the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company) thence along the arc of a curve concave to the West, having a radius of 1154.97 feet (the chord of which bears N 06°10'29" E, 80.73 feet) a distance of 80.74 feet; thence N 04°10'21" E, 160.77 feet; thence S 83°43'39" E, 208.95 feet to a point on the North line of the Southwest Quarter of the Northwest Quarter of said Section 33; thence S 89°25'E, 26.33 feet along the North line of the Southwest Quarter of the Northwest Quarter of said Section 33 to the point of beginning, except lands sold to John J. Madden etux as described in deed recorded on May 20, 1977, in Vol. 235 of Records, Page 494, as Document No. 249054, Juneau County, Wisconsin records.

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

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgageee, 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 7th day of JUNE A.D., Nineteen Hundred and Seventy-eight.

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

GORDON McKEE (signed)

ROGER E. ZENATY (signed)

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By PAUL J. WEIR (signed)
Vice President

ATTEST:

R. J. HILL (signed)
Secretary

SEAL

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of June A. D. 19 78 at 10 o'clock A M. and recorded in Vol. 57 of R. R. M. on page 36-37
Douglas La Follette
Secretary of State

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 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 day of JUNE A.D., Nineteen Hundred and Seventy-eight.

ELLIS A. BROCK (signed)
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

SEAL

Authorization No. P-9797

EASEMENT DEED NO. 30778

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of THREE HUNDRED AND NO/100 DOLLARS ($300.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRASPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Manitowoc, and the State of Wisconsin, to wit: *All that part of the SW¼ - NW¼, Section 3, T 21 N, R 22E, described as follows:*

Commencing at the west one-quarter corner of said Section 3; thence along the west section line N 1°25'50" W 472.44 feet; thence N 88° 34' 19" E 50 feet; thence N 12° 03'30" E 276.54 feet; thence S 67° 15' 54" E. 706.44 feet to the point of beginning; thence N 15° 22' 29" W along the westerly line of said owner's lands 674.62 feet; thence S 79° 27' 44" E 111.02 feet; thence S 15° 22' 29" E along the easterly line of said owner's lands 704.83 feet; thence N 67° 15' 54" W 127.09 feet to the point of beginning.

Said parcel contains 1.58 acres, more or less.

Also no Rights of Access shall accrue between the rights of way of the highway currently designated as I.H. 43, and all of the abutting remaining property of the Grantor.

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 8 day of FEBRUARY, 1978.

Signed, Sealed and Delivered in Presence of:

M. F. CHATTERTON (signed)

JANET SCOTT (signed)

CHICAGO AND NORTH WESTERN TRANSPORTATION CO.

By ROBERT W. MICKEY (signed)
Assistant Vice President

Attest DIANE KOHLER-RAUSCH
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH, 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, ASSISTANT Vice President and ASSISTAN T 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 8th of FEBRUARY, 1978.

STATE OF WISCONSIN
Department of State } ss.
Received this 10 day of July A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M., on page 38-39
Douglas La Follette
Secretary of State

RICHARD S. KENNERLEY (signed)
Notary Public, in and for the County of Cook in the State of Illinois

SEAL

EASEMENT

Grantor, STANLEY E.G. HILLMAN, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED FIFTEEN DOLLARS ($1, 215.00), 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 liens and claims as provided in said Order No. 19, unto STAIE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, Grantee, an easement for highway purposes, as long as so used, including the right to preserve, portect and remove any vegetation existing on said lands and the right to plant theron and protect any vegetation that the highway authorities may deemdesirable to prevent erosion of the soil or to beautify the highway, in and to the following described real estate situated and being in Walworth County, Wisconsin, to-wit:

That part of Section 6, Township 2 North, Range 17 East described as follows:

Begin in the East line of the Northwest One-Quarter of said section at a point 100.04 feet North 0°36'14" West of the Southeast Corner of said one-quarter; thence South 69°53'50" East 143.66 feet along the North line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 27°05'29" West 17.13 feet; thence North 69°53'50" West 100.68 feet thence South 27°27'29" West 83.69 feet; thence North 69°53'50" West along the South line of said railroad right-of-way line 403.32 feet; thence North 2/°2/'29" East 83.69 feet' thence North 69°53'50" West, 101.04 feet' thence North 27°08'01" East 17.13 feet' thence South 69°53'50" East 461.37 feet along the North line of said railroad right-of-way line to the point of beginning, containing 1.01 acres of land,more or less.

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 facilites as it may desire, PROVIDED, the same will not interfere iwth 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, premits, 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 purpoese herein authorized, title therto 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. J. STOLL , VICE PRESIDENT , on this May 28, 1978 .

STANLEY E.G. HILLMAN, Trustee
of the property of CHICAGO,
MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY,
Debtor

By: signed E J. Stoll /s/
E. J. STOLL VICE PRESIDENT

WITNESS:

By signed G G Grudnowski /s/
For Trustee Assistant Secretary

G. G. Grudnowski

This document was prepared on behalf of Stanley E. G. Hillman, 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)
)
COUNTY OF)

On this 28th day of May, A. D., 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. Stoll, 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.

SEAL

signed Raymond H. Keegan
notary public

Raymond H. Keegan
Notary Public, Cook County, Ill.
My Commission Expires Nov, 30, 1979

STATE OF WISCONSIN } ss.
Department of State
Received this 18th day of August A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M. on page 39-41
Douglas La Follette
Secretary of State

October 1, 1976

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 .65, 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 AFW REALTY CO., INC., 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 Turst, as supplemented and amended, in and to the property situated in the Counties of Calumet and Manitowoc, and the State of Wisconsin -

as described as follows, to wit:

CALUMET COUNTY

A strip of land 100 feet in width extending over and across the East Half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 7; the Southwest Quarter of Section 16; the Southwest Quarter of the Northeast Quarter, the Northwest Quarter, and the Southeast Quarter, of Section 17; the North Half of the Northeast Quarter of Section 18; the Northeast Quarter,and the Northeast Quarter of the Northwest Quarter, of Section 21; the South Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of Section 22; the Southwest Quarter of teh Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Norhteast Quarter of the Southwest Quarter, and the North Half of the Southeast Quarter of Section 25; And the West Half of the NOrtheast Quarter of Section 25 all in Township 20 North, Range 20 East of the Fourth PrincipalMeridian, said strip of land being 50 feet in width on each side of the center line of the main tract of the Appleton and New London 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 7, 16, 17, 18, 21, 22, 25, and 26.

ALSO:
A strip of land 100 feetin width extending over and across part of the West Half of the Southwest Quarter of said Section 7, said strip of land being 50 feet in width on each side of said original main track center line, and lying Southeasterly of a line drawn at right angles to said center line at a point thereon distant 250.2 feet Southeasterly from its intersection with the West line of said Section 7.

ALSO:
That part of the Southwest Quarter of the Northwest Quarter of said Section 17, bounded and described as follows: Beginning at a point on the Northeasterly extension of the Northwesterly line of Lot 10 in Block 10 in Forest Junction, Distant 50 feet Southwesterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 173 feet, thence Westerly parallel with the center line of Chicago and North Western Transportation Company spur or connecting tract ICC No. 130, as now located a distance of 220 feet, more or less, to a point on the Northwesterly line of said Lot 10; Thence Northeasterly along the Northwesterly line, and the Northeasterly extension thereof, of said Lot 10, a distance of 130 feet, more or less, to the point of beginning.

ALSO:
That part of the Southwest Quarter of the Southwest Quarter of Section 23, bounded and described as follows: Beginning at a point on the West line of said Section 23, distant 50 feet Northeasterly, measured at right angles, from the center line of the main tract of said Transportation Company, as originally located and established; thence Southeasterly parallel with said original main track center line a distance of 1,140 feet, more or less, to a point distant 350 feet Westerly, measured at right angles, from the East line of the Southwest Quarter of the Southwest Quarter of said Section 23' thence Southerly parallel with the East line of said Quarter-Quarter Section to a point distant 30 feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Southeasterly parallel with said last described main track center line a distance of 300 feet, more or less, to a point on the South line of said Section 23; thence Westerly along said South line of Section 23 a distance of 135 feet, more or less, 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 1,260 feet, more or less, to a point on the West line of said Section 23; thence Northerly along said West line of Section 23 a distance of 120 feet, more or less, to the point of beginning.

ALSO:
A strip of land 33 feet in width extending over and across part of the West Half of the Northwest Quarter of said Section 25, said strip of land being 16.5 feet in width on each side of the center line of a spur track of the Chicago and North Western Transporation Company, leading to the Ormsby Lime Company, as said spur track center line was originally located and established, lying Northeasterly of a line parallel with and distant 50 feet Northeasterly, measured at right angles, from said original main tract center line, and lying Southerly of a line drawn at right angles to said (original) spur track center line at a point theron distant 676.5 feet Southerly from its intersection with the South line of Ryan Street.

ALSO:
That part of the Southwest Quarter of the Northwest Quarter of said Section 25, Bounded and described as follows: Beginning at a point on the West line of said Section 25, 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 to a point

on the East line of Main Street; thence Southerly along said East line of Main street to a point distant 30 feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation company, as said main track is now located; thence Southeasterly parallel with said last described main track center line a distance of 615 feet, more or less, to a point on the West line of Frances Street; thence Northerly along said West

line of Frances Street to a point 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 720 feet, more or less, to a point on the East line of the Southwest Quarter of teh Northwest Quarter of said Section 25; thence Southerly along said East line 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 1, 070 feet, more or less, to a point on the West line of Cleveland Street; thence Northerly along said West line of Cleveland Street to a point distant 30 feet Southwesterly, measured at right angles, from the center line of the main track of said Transportation Company, as now located; thence Northwesterly parallel with said last described main track center line a distance of 270 feet, more or less, to a point on the East line of said Mian Street; thence Southerly along said East line of Main Street 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 to a point on the West line of siad Section 25; thence Northerly along said West line to the point of beginning.

ALSO:
That part of the North Half of the Northwest Quarter of said Section 26 lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from said original main track center line, and lying Southwesterly of a line parallel with and distant 30 feet Northeasterly, measured at right angles, from the center line of the main track of said Transportation Company, as now located.

ALSO:
That part of the Southeast Quarter of the Northeast Quarter of said Section 26, bounded and described as follows: Beginning at a point on the West line of said Quarter-Quarter Section, distant 50 feet Northeasterly, measured radially, from said original main tract center line; thence Southeasterly parallel with said original main track center line a distance of 850 feet, more or less, to a point on the Easterly line of Custer Street; thence southerly along said Easterly line of Custer Street ot a point distant 35 feet Northeasterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Southeasterly parallel with said last described main track center line a distance of 430 feet, more or less, to a point on the West line of Main Street; thence Northerly along said West line of Main Street to a point 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 to a point on the East line of said Section 26; thence Southerly along said East line 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 to a point on the West line of said Main Street; thence Northerly along said West line of Main Street to a point distant 20 feet Southwesterly, meausred at right angles, from the center line of the main track of said Transportation Company, as now lcoated; thence Northwesterly parallel with said last described main track

center line a distance of 435 feet, more or less, to a point on the Easterly line of said Custer Street; thence Southerly along siad Easterly line of Custer Street 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 840 feet, more or less, to a point on the West line of the Southeast Quarter of the Northeast Quarter of said Section 26, thence Northerly along said West line to the point of beginning.

MANITOWOC COUNTY
A strip of land 100 feet in width extending over and across part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 20 North, Range 21 East of the Fourth Principal Meridian, said strip of land being 50 feet, in width on each side of the center line of the main track of the Appleton and New London 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 30, and lying Northwesterly of a line drawn at right angles to said original main track center line at a point thereon distant 200 feet Southeasterly from its intersection with the West line of said Section 30.

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 19th day of June, A.D., Nineteen Hundred and Seventy-eight.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

By signed J. R. Grimes
J. R. Grimes Vice President

SEAL

ATTEST:

signed J. D. Wall
J. D. Wall Trust Officer

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

signed R. E. Schuten
R. E. SCHUTEN

signed E. Shuttlesworth
C. Shuttlesworth

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, C. Szarsynski 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 J. D. Wall to me personally know and known to me to be, respectively, a Vice President and a Trust Office 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 J. D. Wall resides in Arlington Hts., 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 and order of its Board of Directors 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 19th day of June A. D., Nineteen Hundred and Seventy-Eight.

SEAL

signed C. Szarzynski

C. Szarzynski Notary Public
in and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: Nov 23 1981

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

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of August A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 57 of R. R. M. on page 44-45
Douglas La Follette
Secretary of State

Form 2600-A

Authorization No. Resolution
Dated October 1, 1976

DEED NO. 80917

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Deleware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of ONE HUNDRED SIXTY SIX THOUSAND TWO HUNDRED AND NO/100------- DOLLARS ($166,200.00), conveys and quitclaims to AFW REALTY CO., INC. a WISCONSIN CORPORATION of GRANTEE, all interest in the following described real estate situated in the Counties of Calumet and XXXXXXXX Manitowoc, and the State of Wisconsin to wit:

CALUMET COUNTY

A strip of land 100 feet in whidth extending over and across the East Half of teh Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 7; the Southwest Quarter of Section 16; the Southwest Quarter of the Northeast Quarter, the Northwest Quarter, and the Southeast Quarter, of Section 17; the North Half of the Northeast Quarter of Section 18; the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, of Section 21; the South Half of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of Section 22; the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the North Half of teh Southeast Quarter of Section 25; And the West Half of the Northeast Quarter of Section 26, all in Township 20 North, Range 20 East of teh Fourth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Appleton and New London 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 7, 16, 17, 18, 21, 22, 25, and 26.

ALSO:

A strip of land 100 feet in width extending over and across part of the West Half of the Southwest Quarter of said Section 7, said strip of land being 50 feet in width on each side of said original main track center line, and lying Southeasterly of a line drawn at right angles to said center line

Manitowoc Co.
TRANSFER
$1.00
FEE

Calument Co.
TRANSFER
$ 165.30
FEE

at a point thereon distant 250.2 feet Southeasterly from its intersection with the West line of said Section 7.

ALSO:
That part of the Southwest Quarter of the Northwest Quarter of said Section 17, bounded and described as follows: Beginning at a point on the Northeasterly extension of the Northwesterly line of Lot 10 in Block 10* in Forest Junction, distant 50 feet Southwesterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 173 feet; thence Westerly parallel with the center line of Chicago and North Western Transportation Company spur or connecting track ICC No. 130, as now located, a distance of 220 feet, more or less, to a point on the Northwesterly line of said Lot 10; thence Northeasterly along the Northwesterly line, and the Northeasterly extension thereof, of said Lot 10, a distance of 130 feet, more or less, to the point of beginning. *In Plat of the Village of Baldwin

DEED NO 80917
Authorization No. Resoultion (sic)
Dated October 1, 1976

ALSO:
That part of the Southwest Quarter of the Southwest Quarter of Section 23, bounded and described as follows: Beginning at a point on the West line of said Section 23, distant 50 feet Northeasterly, measured at right angles, from the center line of the main track of said Transportation Company, as originally located and established; thence Southeasterly parallel with said original main track center line a distance of 1,140 feet, more or less, to a point distant 350 feet Westerly, measured at right angles, from the East line of the Southwest Quarter of the Southwest Quarter of said Section 23; thence Southerly parallel with the East line of said Quarter-Quarter Section to a point distant 30 feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Southeasterly parallel with said last described main track center line a distance of 300 feet, more of less, to a point on the South line of said Section 23; thence Westerly along said South line of Section 23 a distance of 135 feet, more or less, to a point distanct 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 1, 260 feet, more or less, to a point on the West line of said Section 23; thence Northerly along said West line of Section 23 a distance of 120 feet, more or less, to the point of beginning.

ALSO:
A strip of land 33 feet in width extending over and across part of the West Half of the Northwest Quarter of said Section 25, said strip of land being 16.5 feet in width on each side of the center line of a spur track of the Chicago and North Western Transportation Company, leading to the Ormsby Lime Company, as said spur track center line was originally located and established, lying Northeasterly of a line parallel with and distant 50 feet Northeasterly of a line parallel with and distant 50 feet Northeasterly, meausred at right angles, from said original main track center line, and lying Southerly of a line drawn at right angles to said (original) spur track center line at a point thereon distant 676.5 feet Southerly from its intersection with the South line of Ryan Street.

ALSO:
That part of the Southwest Quarter of the Northwest Quarter of said Section 25, bounded and described as follows: Beginning at a point on the West line of said Section 25, distanct 50 feet Northeasterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line to a point on the East line of Main street; thence Southerly along said East line of Mian street to a point distant 30 feet Northeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Southeasterly parallel with said last described main track center line a distance of 615 feet, more or less, to a point on the West line of Frances Street; thence Northerly along said West line of Frances Street to a point 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 720 feet, more or less, to a point on the East line of the Southwes quarter of the Northwest Quarter of said Section 25; thence Southerly along said East line to a point distant 50 feet Southwesterly, measured at right angles, from said original main track center line;

625 Page 2 of 4 Pages

626 DEED No. 80917
Authorization No. Resolution
Dated October 1, 1976

thence, Northwesterly parallel with said original main track center line a distance of 1,070 feet, more or less, to a point on the West line of Cleveland Street; thence Northerly along said West line of Cleveland Street to a point distant 30 feet Southwesterly, measured at right angles, from the center line of the main track of said Transportation Company, as now located; thence Northwesterly parallel with said last described main track center line a distance of 270 feet, more or less, to a point on the East line of said Main Street; thence Southerly along said East line of Main Street 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 to a point on the West line of said Section 25; thence Northerly along said West line to the point of beginning.

ALSO:
That part of the North Half of the Northwest Quarter of said Section 26 lying Northeasterly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from said original main track center line, and lying Southwesterly of a line parallel with and distant 30 feet Northeasterly, measured at right angles, from the center line of the main track of said Transportation Company, as now located.

ALSO:
That part of the Southeast Quarter of the Northeast Quarter of said Section 26, bounded and described as follows: Beginning at a point on the West line of said Quarter-Quarter Section, distant 50 feet Northeasterly, measured radially, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 850 feet, more or less, to a point on the Easterly line of Custer Street; thence Southerly along said Easterly line of Custer Street to a point distant 35 feet Northeasterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Southeasterly parallel with said last described main track center line a distance of 430 feet, more or less, to a point on the West line of Main Street;thence Northerly along said West line of Main Street to a point 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 to a point on the East line of said Section 26; thence Southerly along said East line 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 to a point on the West line of said Main Street; thence Northerly along said West line of Main Street to a point distant 20 feet Southwesterly, measured at right angles, from the center line of the main track of said Transportation Company, as now located; thence Northwesterly parallel with said last described main track center line a distance of 435 feet, more or less, to a point on the Easterly line of said Custer Street; thence Southerly along said Easterly line of Custer Street 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 840 feet, more or less, to a point on the West line of the Southeast Quarter of the Northeast Quarter of said Section 26; thence Northerly along said West line to the point of beginning.

MANITOWOC COUNTY
A strip of land 100 feet in width extending over and across part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 20 North, Range 21 East of the Fourth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Appleton and New London 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 30, and lying Northwesterly of a line

Form 2600-B

DEED NO. 80917
Authorization No. Resolution
Dated October 1, 1976

drawn at right angles to said original main track center line at a point thereon distant 200 feet Southeasterly from its intersection with the West line of said Section 30.

TOGETHER WITH and including all of Grantor's right, title and interest in and to all tracks and appurtenances therto now located on the above described real estate.

SUBJECT TO:

(a) Special taxes or special assessments, if any, for improvements not yet completed.

(b) All taxes on the property conveyed hereunder levied for the year 1978.

(c) Installments not due at the date hereof of any special tax or special assessment for improvements heretofore completed, if any.

(d) Building lines, building and liquor restrictions.

(e) Zoning and building laws or ordinances.

(f) All existing streets, roads and highways, if any.

(g) The rights of any government agency, public or quasi public utilities to occupy said premises for the use and maintenance of existing conduits, sewers, drains, water mains, gas lines, electric power lines, and other utilites, whether or not of record.

(h) All easements of record.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the rights 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 take all steps necessary, at no expense to the Grantor, to comply with any and all governmental requirements relating to land division or use.

DATED this 19th day of May, 19 78.

Signed, Sealed and Delivered in Presence of:

signed M. F. Chatterton
M. F. Chatterton

signed D. M. Nastoff
D. M. Nastoff

Chicago and North Western Transportation Company

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

Attest signed Diane Kohler-Rausch
Diane Kohler- Rausch, Assistant Secretary

SEAL

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

628

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 Diane Kohler-Rausch, to me personally know 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 saic 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 May, 19 78.

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

My Commission Expires: November 8, 1980

Richard S. Kennerley SEAL

STATE OF WISCONSIN)
Department of State) ss.
Received this 25th day of August A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M. on page 45-49.
Douglas La Follette
Secretary of State

RECEIVED FOR RECORD
1978 Aug 14 AM II 38
Robert B. Brandl
Register of Deeds

Authorization No. P-3773

DEED NO. 73350

That CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, Grantor, in consideration of the sum of ONE DOLLAR ($1.00), to it in hand paid, the receipt whereof is hereby acknowledged, conveys and quitclaims to THE STATE OF WISCONSIN, Grantee, but subject to the provisions hereinafter expressed, an easement for street or highway purposes, and for no other use or purpose whatsoever, in, over, and upon the following described land situated in the Village of Laona, County of Forest, and the State of Wisconsin, to wit:

In Township 36 North, Range 15 East, Section 31, part of the unplatted railroad right of way as shown on the plat of the Village of Laona, a portion of land therein as hereinafter described;

Commencing at the Northwest corner of said Section 31

Thence Easterly along the Section line, 733.7 feet to the intersection of the center line of Mill Street and Mpale Street as shown on the plat of the Village of Laona;

Thence North 89° 33' West, approximately 198.45 feet to the point of beginning of the first strip of land thereinlying Northerly of a line 40 feet Southerly of and parallel to the following described reference line;

Thence continuing North 89° 33' West, approximately 175.14 feet to the point of ending of the first strip of land;

Thence continuing North 89° 33' West, 24 feet'

Thence South 0° 56' East, approximately 38 feet to the South line of Mill Street extended Westerly, the point of beginning of the second strip of land of varying width lying Westerly of a line 30 feet Easterly of and parallel to the following described reference line;

Thence continuing South 0° 56' East, approximately 1,164.86 feet to the end of the aforedescribed strip of land and the beginning of a triangular strip of land lying Westerly of a straight line extended between the last said point of beginning and a point 52 feet East, measured at right angles, from the hereinafter described point of ending;

Thence continuing South 0° 56' East, 49 feet to the North boundary of the land described in Volume 91 on Page 482 of Forest County Registry, the point of ending of the third strip of land described herein;

Thence continuing South 0° 56' East, approximately 420 feet to the South boundary of the land described in Volume 91 on Page 482 of Forest County Registry, the point of beginning of the fourth strip of land lying Westerly of a line 52 feet Easterly of and parallel to the following described reference line;

Thence continuing South 0° 56' East, approximately 307.7 feet to the point of ending of the last strip of land described herein.

Said strips of land contain 0.45 acres, more or less, exclusive of lands previously acquired or now used for highway purposes.

Reserving, however, unto said 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 land hereinbefore described; and furth, the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for street

ID 1590 - 6 - 48 Parcel 2
TD 21 - 3 (14)

or highway purposes. The reservation herein shall forever inure to the benefit of the Grantor, its successors and assigns.

It is hereby expressly provided that the Grantor shall not be put to any expense in and about the cost of acquiring, constructin, grading, paving or other things necessary or expedient for the full improvement, maintenance or use of said described land, or any part thereof, as a street of highway, as a part of the immediate improvement, except for sidewalk construction and, if any special tax or assessment other than assessment for sidewalk cost, shall be levied or assessed against the property of the Grantor for all or any of the purposes aforesaid, the Grantee by its acceptance hereof, hereby assumes and agrees to pay the same.

IN WITNESS WHEREOF, the Chicago and North Western Railway Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice President, and attested by its Secretary this Twenty-Fifth day of October A. D., 1966.

Signed, Sealed and Delivered
in Presence of:

signed V. J. Luisi
V. J. Luisi

signed R. C. Wilson
R. C. Wilson

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By signed I. Robert Ballin
I. Robert Ballin, Vice President

Attest signed T. A. Ross SEAL
T. A. Ross, Secretary

Approved signed L.J. Postmus
L. J. Postmus, Chief Closing Officer

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 25th day of October A. D.1966, before me appeared I. ROBERT BALLIN, to me personally known, who, being by me duly sworn, did say that he is the Vice President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation, and that the seal affixed to the foregoing 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 said I. ROBERT BALLIN acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and official seal the day and year last above written.

SEAL

signed A.S. Fleck
NOTARY PUBLIC, COOK COUNTY, ILLINOIS
A. S. Fleck

My Commission Expires: August 23, 1970

STATE OF WISCONSIN)
Department of State) ss.

Received this 7th day of September A. D. 19 78 at 10 o'clock 78 M. and recorded in Vol. 51 of R.R.M. on page 49-51.

Secretary of State

Authorization No. P-9751

EASEMENT OF DEED NO. 80813

KNOW ALL MEN BY THESE PRESENTS, That CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware Corporation, whose principal office is located at 400 West Madison Street, Chicago, Illinoin 60606, and STANLEY E. G. HILLMAN, not as an individual but solely as trustee of the property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, GRANTORS, for and in consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00), in hand paid, the receipt and sufficiency of which is hereby acknowledge, does hereby grant unto the VILLAGE OF WEST MILWAUKEE, GRANTEE, a permanent easement for street or highway purposes, and for no other use or purpose whatsoever, over, upon and across the following described real estate situated in the County of Milwaukee and the State of Wisconsin, to wit:

Commencing at the Southwest corner of Section 36, Town 7 North, Range 21 East, in the Village of West Milwaukee, Milwaukee County, Wisconsin; thence East on and along the South line of said Section 186.85 feet to the place of beginning of the easement to be described; thence East 66.00 feet on and along said Section line to a point; thence N 0 degrees 27 minutes W, 34.00 feet to a point in the North right-of-way line of West Greenfield Avenue; thence West and parallel to the South line of said Section 66.00 feet to a point; thence S 0 degrees 27 minutes E, 34.00 feet to the place of beginning.

Excepting and Reserving, however, unto the Grantors, their 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 Grantors the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as they 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 street or high-

ID 2230-3-22 Page 1 of 3 Pages Parcel 18

EASEMENT DEED NO. 80813

Authorization No. P-9751

way purposes. The reservation herein shall forever inure to the benefit of the Grantors, their successors, lessees, licensees and assigns.

DATED this 6th day of March, 1978.

Signed, Sealed and Delivered in Presence of:

signed M.F. Chatterton
M. F. Chatterton

signed Michael E.McDonagh
Michael E. McDonagh

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

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

Attest signed Diane Kohler-Rausch
Diane Kohler-Rausch, Assistant Secretary

DATED this 6th day of March, 1978.

STANLEY E.G. HILLMAN, not as an individual but solely as trustee of the property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor

signed J. T. Taussig
Witness for Trustee
J. T. Taussig Secretary

By signed E. J. Stoll
E. J. Stoll Vice President

* * * * *

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 3rd day of July, A. D., 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. Stoll _____, Vice President for the Trustee aforesaid, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledge that he executed the same as his voluntary act and deed on behalf of the Trustee aforesaid.

SEAL

signed Raymond H. Keegan
Notary Public

RAYMOND H. KEEGAN
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1979

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 Diane Kohler-Raysch, 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, Assistant 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 6th of March, 1978.

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

My Commission Expires: November 8, 1980.

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

STATE OF WISCONSIN) ss.
Department of State)
Received this 7th day of September A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 57 of R. R. M. on page 57-53
Douglas LaFollette
Secretary of State

Chicago and North Western Transportation Company
UCC-3 Financing Statement
DESCRIPTION

#53

STATE OF WISCONSIN
DEPARTMENT OF STATE
RECEIVED AND FILED
SEP 25 1978
DOUGLAS LAFOLLETTE
SECRETARY OF STATE

In Galesville, Trempealeau County, Wisconsin, described as follows:

Chicago and North Western Transportation Company Station Grounds and right of way in the Southeast Quarter of the Northeast Quarter of Section 32, Township 19 N, R 8 W. (South of tracks, E. of Standard Oil plant)

DEED OF RELEASE P-9790

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 WEYERHAEUSER COMPANY -

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 Manitowoc, County of Manitowoc, and the State of Wisconsin - - - - - - - - - - - - - - - - -

and described as follows, to wit:

A parcel of real estate located in Hinckley's Subdivision in Section 31, Township 19 North, Range 24 East, Manitowoc County, Wisconsin, more particularly described as follows: The South Eighteen (18) feet of the North Sixty-six (66) feet of the East Six Hundred Fifty (650) feet of Lot Seventy-seven (77) of Hinckley's Subdivision in the City of Manitowoc.

This instrument sahll 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 19th Day ofJune, A. D., Nineteen Hundred and Seventy-eight.

seal

ATTEST:

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

By signed J. R. Grimes
J. R. Grimes Vice President

signed J. D. Wall
J. D. Wall Trust Officer

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

signed R. E. Schuten
R. E. Schuten

signed D. Shuttlesworth
D. Shuttlesworth

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, C. Szarzynski 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 J. D. Wall 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 J. D. Wall resides in Arlington Hts., 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 and order of its Board of Directors 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 19th day of June, A. D., Nineteen Hundred and Seventy-eight.

seal

signed C. Szarzynski
C. Szarzynski NOTARY PUBLIC
in and for the County of Cook in the State of Illinois

My Commission as such
Notary Public Expires: Nov 23 1981

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

STATE OF WISCONSIN } ss.
Department of State
Received this 6th day of October A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of M&R on page 53-55
Secretary of State

VOL. 378 PAGE 581

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Personally came before me this 20th day of September, A. D. 1978, J. C. Kenady, Vice President, and F. A. Deming, 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 Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

signed J. W. Thayer
Notary Public
seal

This instrument was drafted by R. G. Berggren, Title and Closing Representative, Industrial Development and Property Management Department, Burlington Northern Inc., 176 East Fifth Street, St. paul, Minnesota 55101

VOL. 378 PAGE 580

QUITCLAIM DEED 550372

THIS INDENTURE WITNESSETH: That BURLINGTON NORTHERN INC., a corporation created and existing under and by virture of the laws of the State of Delaware, successor in interest to Great Northern Railway Company, Grantor, hereby QUITCLAIMS to the STATE OF WISCONSIN, Grantee, for and in consideration of the sum of One Thousand Eight Hundred and no/100 Dollars ($1,800.00),

the following tract of land:

Lots 6 and 7 in Block 2, Billings Addition to West 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.

IN WITNESS WHEREOF, Burlington Northern Inc. has caused its corporate name to be hereunto signed by its Vice President, and its corporate seal affixed this 20th day of September, A. D.1978

Signed, Sealed in Presence Of:

signed Chris A. Roberts
Chris A. Roberts

signed Evelyn L. Schocker
Evelyn L. Shocker

BURLINGTON NORTHERN INC.

seal

By signed J. C. Kenday
Vice President

ATTEST:

By: F. A. Deming
Assistant Secretary

STATE OF WISCONSIN } ss.
Department of State
Received this 4th day of October A. D. 1978 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 55-56
Douglas LaFollette
Secretary of State

Office of Register of Deeds
DOUGLAS COUNTY, WISCONSIN
Received for record this 26th day of Sept. A.D. 1978 at 2:30 o'clock PM, and recorded in Volume 378 of RECORDS on page 580
Register
signed Deputy
Elmer B. Matzig

EASEMENT

Grantor, STANLEY E. G. HILLMAN, Not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, for and in consideration of the sum of SEVEN THOUSAND ONE HUNDRED DOLLARS ($7,100.00), the receipt and sufficiency whereof are hereby acknowledged, does hereby GRANT, free from the liens of said Railroad Company'sFirst Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto,and from all liens and claims as provided in said Order No. 19, unto THE CITY OF MILWAUKEE, WISCONSIN, Grantee, an easement for highway purposes, 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, situtated and being in Milwaukee County, Wisconsin, to-wit:

That part of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right-of-way in the Sougheast Quarter of Secion 22, Township 8 North, Range 21 East, described as follows:

Commencing at the point of intersection of the present West line of North 60th Street and the proposed North line of West Mill Road which point lies 33.00 feet West of the East line and 55.00 feet North of the South line of said Quarter Section; running thence South 89° 21' 46"West along said proposed North line of West Mill Road, 59.34 feet to a point in the southwesterly line of said railroad right-of-way; thence North 40° 56' 25" West along said right of way, 104.57 feet to a point in the proposed West line of relocated North 60th Street; thence North 00° 37' 17" West along said proposed West line and parallel with the East line of said Quarter Section, 143.62 feet to a point of curve; thence northerly 9.32 feet along the arc of said curve which has a radius of 900 feet with its center to the East and whose chord bears North 00° 19' 28" WEst, 9.32 feet to a point in the northeasterly line of said railroad right-of-way; thence South 40° 56' 25" East along said right-of-way, 196.20 feet to a point in said West line of North 60th Street; thence South 00° 37' 17" East along said West line, 83.07 feet to the point of commencement.

This parcel contains 17,311 square feet more or less, exclusive of lands previously reserved, dedicated or conveyed for street or 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 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, this instrument is executed in the name of said Trustee and on his behalf by E. J.SToll thereunto duly authorized this October 5, 1978.

STANLEY E. G. HILLMAN, Trustee
of the property of CHICAGO,
MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY,
Debtor

By: E. J. Stoll signed
E. J. Stoll Vice President

WITNESS:
By signed G. G. Grudnowski
For Trustee
G. G. Grudnowski

This document was prepared on behalf of Stanley E. G. Hillman, 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)
) SS
COUNTY OF COOK)

On October 5, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. Stoll, Vice President for the Trustee aforesaid to me known to be the identical person named in and who executed the foregoing insturment, and acknowledged that he executed the same as his voluntary act and deed on behalf of the Trustee aforesaid.

STATE OF WISCONSIN) ss.
Department of State
Received this 19th day of October A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 51 of R R on page 7-58
Secretary of State

signed Edwin G. Tyckoson, Jr. seal
Notary Public

Edwin G. Tyckoson, Jr.
Notary Public - Cook County
My Commission Expires Aug. 30, 1980

EASEMENT

Grantor, STANLEY E. G. HILLMAN, not as as individual but soley as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, for and in consideration of the sum of THREE THOUSAND DOLLARS ($3,000.00), 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 liens and claims as provided in said Order No. 19, unto MILWAUKEE COUNTY, WISCONSIN, Grantee, an easement for highway purposes, including the right to preserve, protect and remove any vegetation existing on said lands, and the rights 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 Milwaukee County, Wisconsin, to-wit:

That part of theSoutheast Quarter of Section 22 and the Southwest Quarter of Section 23, in Township 8 North, Range 21 East, in the City of Milwaukee,County of Milwaukee bounded and described as follows:

Commencing at a point in the Southeast Corner of Section 22; thence North 00 37'17" West, along the East line of Section 22 and the West line of Section 23, 33.00 feet to a point in the present North line of West Mill Road, said point being the point of beginning of the land to be described;

thence South 89°21'46" West along the present North line of West Mill Road, 73.66 feet to a point in the southwesterly right-of-way line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence North 40°56'25" West, along said southwesterly line, 28.85 feet to a point; thence North 89°21'46" East, along a line parallel to and 55 feet perpendicular to, the South line of Section 22, 92.32 feet to a point in the East line of Section 22 and the West line of Section 23; thence North 88°19'44" East, along a line parallel to the South line of Section 23, 36.92 feet to a point in the northeasterly line of said Railroad right-of-way; thence South 40°56'25" East, along said northeasterly line 28.42 feet to a point in the present NOrth line of West Mill Road; thence South 88°19'44" West, along the present North line of West Mill Road, 55.31 feet to the point of beginning. (Containing 2, 840 square feet)

ALSO

That part of the Northwest Quarter of Section 26 and the Northeast Quarter of Section 27, in Township 8 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, bounded and described as follows:

Commencing at a point in the Northwest Corner of Section 26; thence South 01 04'00" East, along the West line of Section 26 and the East line of Section 27, 33.00 feet to a point in the present South line of West Mill Road, said point being the point of beginning of the lands to be described; thence North 88°19'44" East, along the present South line of West Mill Road, 110.23 feet to a point in the northeasterly right-of-way line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 40°56'25" East. along said northeasterly line, 28.42 feet to a point; thence South 88°19'44" West, along a line parallel to and 55 feet perpendicular to, the North line of said Section 26, 127.87 feet to a point in the southwesterly right-of-way line of said Railroad Company; thence North 40°56'25" West, along said southwesterly line, 28.85 feet to a point in the present South line of West Mill Road; thence North 89°21'46" East, along presnet South line of West Mill Road, 17.92 feet to the point of beginning. (Containing 2, 817 square feet)

Total highway easement contains 5,657 square feet exclusive of the lands previously reserved, dedicated or conveyed for street or 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 communications 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 agreemtns, 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, this instrument is executed in the name of said Trustee and on his behalf by E. J. Stoll thereunto duly authorized this October 5 1978 .

STANLEY E. G. HILLMAN, Trustee
of the property of CHICAGO,
MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY,
Debtor

By: E. J. Stoll (signed)
E.J. Stoll Vice President

WITNESS:

By signed G. G. Grudnowski
For Trustee

G. G. Grudnowski

This document was prepared on behalf of Stanley E. G. Hillman, 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)
) SS
COUNTY OF COOK)

On October 5 1978, before me, the undersigned, a Notary Pu blic in and for said County and State, personally appeared E. J. Stoll, 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.

STATE OF WISCONSIN)
Department of State) ss.
Received this 17th day of
OCTOBER A. D. 19 78 at 10
o'clock A M. and recorded in Vol.
51 of R M
on page 59-60
Douglas La Follette
Secretary of State

signed Edwin G. Tyckoson, Jr.
Notary Public

EDWIN G. TYCKOSON, JR.
Notary Public - Cook County
My Commission Expires Aug. 30, 1980

seal

Authorization

EASEMENT DEED NO. 30992

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of THREE HUNDRED AND NO/100 DOLLARS ($300.00), 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, GRANTEE, over, upon, and across the following described real estate situated in the County of Washington, and the State of Wisconsin, to wit:

That part of the Southwest one-quarter of Section 4, Township 12 North, Range 19 East, described as follows:

From a point in the South line of said Section which is 1572.23 feet South 89°59'30" East of the Southwest corner of said Section, thence North 53°26'30" West 135.27 feet to a point of curve; thence Northwesterly and to the right along a 7° 00' curve 924.79 feet; thence North 11°17'36" East 189.92 feet to the point of beginning on the Southwesterly property line of the Chicago and North Western Transportation Company; thence North 34°13'03" West 210.27 feet along said property line; then North 11°17'36" East 140.18 feet; thence South 34°13'03" East 420.53 feet along the Northeasterly property line of said Company; thence South 11°17'36" West 140.18 feet; thence North 34°13'03" West 210.27 feet along the property line 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 insure 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 19th day of JULY, 1978.

Signed, Sealed and Delivered
in Presence of:

M.F. CHATTERTON (signed)

JANET PILLON (signed)

CHICAGO AND NORTH WESTERN TRANSPORTATION CO.

By ROBERT W. MICKEY (signed)
Assistant Vice President

(SEAL)

Attest DIANE KOHLER-RAUSCH (signed)
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Richard S. Knnerley, a Notary Public duly commissioned and qualified in and for the county and State aforesaid, DO HEREBY CERTIFY that Robert W. Mickey and Diane Kohler-Rausch, 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, Assistant 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 JULY, 1978.

RICHARD S. KNNERLEY (signed)
Notary Public, in and for the County of Cook in the State of Illinois

(SEAL)

My Commission Expires: November 8, 1980.

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 this 7th day of November A. D. 19 78 at 10 o'clock A. M. and recorded in Vol. 57 of R.R.M. on page 61-62
Douglas La Follette
Secretary of State

CORRECTION PARTIAL RELEASE

THIS INDENTURE made this 8th day of November, 19 78, by and among CITIBANK, N.A., a national banking association incorporated and existing under the laws of the United States of America, as Trustee, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, and BURLINGTON NORTHERN INC., a corporation organized under the laws of the State of Delaware, WITNESSETH:

WHEREAS, the property or rea; estate descrobed om Exhibit a, attached hereto, is subject to the lien of the following described mortgages:

1. General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921, to Citibank, N.A. (formerly named First National City Bank, successor by merger to the First National Bank of the City of New York), Trustee, as supplemented.

2. Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, to Morgan Guaranty Trust Company of New York and Bartlett Ford (successor to Jacob M. Ford II), Trustees.

WHEREAS, said mortgages were filed for record in the office of the Secretary of State, State of Wisconsin, as follows:

Mortgage	Book	Page
General Gold Bond Mortgage, January 1, 1921	Vol. 21 RR Mtgs.	93
Consolidated Mortgage, March 2, 1970	Vol 49 RR Mtgs.	331

WHEREAS, by virtue of and as a result of an agreement of merger which became effective March 2, 1970, Great Northern Railway Company, the mortgagor named in said General Gold Bond Mortgage, was merged into and with Great Northern Pacific and Burlington Lines, Inc., the name of which company was changed to Burlington Northern Inc., on March 2, 1970. and

WHEREAS, By Supplemental Indenture (No. 11), dated as of March 2, 1970, to said Great Northern Railway Company General Gold Bond Mortgage, Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of said mortgage therein agreed to be kept and performed by Great Northern Railway Company and has succeeded to and been substituted for Great Northern Railway Company in said mortgage, and

WHEREAS, Burlington Northern Inc., duly and in accordance with the provisions of said two mortgages, has made application to the Trustees thereof for the release of said property from the lien thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that Citibank, N.A., as Trustee of said General Gold Bond Mortgage, and Morgan Guaranty trust Company of New York, as Trustee of said Consolidated Mortgage, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby forever release and discharge from the lien of said mortgages and all supplements thereto respectively, and remise, release and quitclaim unto Burlington Northern Inc., a corporation organized and existing under the laws of the State of Delaware, all of their respective rights, title, interest, claim or demand whatsoever said Citibank, N.A., and Morgan Guaranty Trust Company of New York may have acquired in, through, or by said Trust Mortgages, as such Trustees, in and to the property situate in the City of Superior, County of Douglas and State of Wisconsin, more fully described in said Exhibit A, hereto attached.

TO HAVE AND TO HOLD said property or real estate unto said Burlington Northern Inc., 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 Inc. and not by Citibank, N.A., or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees. The reservations and exceptions, if any, set forth in said Exhibit A are intended to be for the benefit of Citibank, N.A., or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees as well as Burlington Northern Inc. 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 or any supplements thereto on any of the properties covered by them respectively which are not hereby specifically released.

This release is made and accepted respectively by Citibank, N.A., and Morgan Guaranty Trust Company of New York, as mortgage trustees without covenants or warranties, either expressed or implied in law or in equity, and shall be without recourse against Citibank, N.A., or Morgan Guaranty Trust Company of New York, respectively, as mortgage trustees in any event or in any contingency.

This release is made and executed for the purpose of correctly describing the properties involved in that certain Partial Release from First National City Bank, predesecessor in interest prior to name change to Citibank, N.A., and Morgan Guaranty Trust Company of New York to Burlington Northern, Inc. date March 25, 1975, which was filed for record in the Office of the Secretary of State of the State of Wisconsin on June 6, 1975, and duly recorded in Volume 50 fo Railroad Mortgages on pages 302, 303 and 304.

IN WINESS WHEREOF, said corporate mortgage trustees have caused this indenture to be signed and acknowledged or approved by one of their respective 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 one of their respective Trust Officers or Assitant Secretaries, all as of the day and year first above written.

Signed, sealed and delivered on behalf of Citibank, N.A., as Trustee, in presence of:

E. Gibbons (signed)

H.D. HUNTER (signed)

CITIBANK, N.A., as Trustee under General Gold Bond Mortgage of Great Northern Railway Company, dated January 1, 1921.

By RALPH E. JOHNSON (signed)
Senior Trust Officer

ATTEST:

V. LPEZ (signed)
Trust Officer

(SEAL)

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

L.A. FOWLER (signed)

J. M. MIKOLAY (signed)

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970

By R. AMUNDSEN (signed)
Trust Officer

ATTEST:

HENRY J. CHRISTY (signed)
Assistant Secretary

(SEAL)

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

On this 8th day of November , in the year 19 78 , before me, Enzo L. Carbocci , a notary public, personally appeared Ralph E. Johnson , to me known to be a Senior Trust Officer of the 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 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 8th day of NOVEMBER, 1978.

ENZO L. CARBOCCI (signed)
Notary Public, City, County and State of New York, My commission expires Mar. 30, 1980
(S E A L)

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

On this 14th day of NOVEMBER , in the year 19 78, before me, FRANK SCHEIERF , a notary public, personally appeared R. AMUNDSEN , 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 cororation by authority of its Board of Directors, and the said R. AMUNDSEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 14th day of November , 19 78.

(S E A L)

FRANK SCHLIERF (signed)
Notary Public, City County and State of New York. My commission expires March 30, 1979

Superior, Wisconsin - Sale or conveyance of former GN land to the City of Superior.

EXHIBIT "A"

All those parts of Lots 3, 4 and 5, Block 4, Lots 1 through 5, Block 3, Lots 1 through 5, Block 2, Lots 1 and 2, Block 1, together with those parts of vacated "N" Street (now Eighth Avenue East), "O" Street (now Ninth Avenue East), "P" Street (now Tenth Avenue East), Townsite of Superior City; and also, all those parts of Lots 1 through 5, Block 6, Lots 1 through 6, Block 5, Lots 1 through 6, Block 4, Lots 1 through 11, Block 2, Lots 1 through 10 on Chandler Pier in the Subdivision of Block 3, together with those parts of vacated "Q" Street (also known as Clarke Avenue - now Eleventh Ave. East), Division Avenue (now Thirteenth Avenue East), Chandler Pier, Morisset Avenue (now Fourteenth Avenue East), the Northwest One-half of Pouilliot Avenue (also known as Cadotte Avenue - now Fifteenth Avenue East), Townsite of Middletown, all in the City of Superior, Douglas County, Wisconsin, according to the recorded plats thereof on file and of record in the Office of the Register of Deeds in and for said Douglas County, Wisconsin, lying Northeasterly of a line located 50 feet, perpendicularly and radially distant, Northeasterly of, parallel and concentric with the center line of the most Northeasterly railway track of Burlington Northern Inc. (formerly the most Northeasterly Northern Pacific Railway Company track) as said track is now located and constructed; and also,

All those parts of Lots 1 through 26, Kingston Pier, Lots 1 through 26, Dunkirk Pier, Lots 449, 451, 453, 455, 457, 459, 461, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 499, 501, 503, 505,507, 509 and 511 on West Bay Street, together with those premises lying Northeasterly of the Northeasterly lines of said lots on West Bay Street and Northwesterly of the Southeasterly line of said Lot 449 extended Northeasterly, together with those parts of vacated Kingston Pier, Dunkirk Pier, CorcoranAvenue (also known as Corcoran Slip - now Sixteenth Avenue East), the Northwest One-half of Walbridge Avenue (also known as Walbridge Slip - now Seventeenth Avenue East), the Southeast One-half of Pouilliot Avenue (also known as Cadotte Avenue - now Fifteenth Avenue East), West Bay Street, the alley Southwesterly of Lots 1 and 2, Kingston Pier and Southwesterly of Lots 1 and 2, Dunkirk Pier, all in the Townsite of Superior, now a part of the City of Superior, Douglas County, Wisconsin, according to the recorded plats thereof on file and of record in the office of the Register of Deed in and for said Douglas County, Wisconsin, lying Northeasterly of the center line of the vacated alley as described above.

All those lands and submerged lands described as follows:
Beginning at the west corner of Lot 2, Kingston Pier; thence Northwesterly along a line being the southwesterly line of lot 2, Kingston Pier, extended to a point forty (40) feet from the west corner of Lot 2, Kingston Pier; thence northeasterly along a line parallel and forty (40) feet distant from the northwesterly lines of Lots 2, 4, 6, 8,10, 12, 14, 16, 18 20, 22, 24, 26, Kingston Pier extended to their intersection with the U.S. Government dock line as extablished on the southwesterly side of the Bay of Superior, to the dock line; thence southeasterly along said dock line forty (40)feet distant to the intersection with a line being the northwesterly lines of Lots, 2, 4, 6, 8, 10, 12,14, 16, 18, 20, 22, 24, 26, Kingston Pier extended to the dock line; thence southwesterly along a line being the northwesterly line of Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 ,24, 26, Kingston Pier extended to the dock line, to the point of beginning, all inthe Townsite of Superior, now a part of the City of Superior, Douglas County, Wisconsin, according to the recorded plats thereof on file and of record in the office of the Register of Deeds in and for Douglas County, Wisconsin.

Together with all of the right, title and interest of said Burlington Northern Inc. in and to that part of "R" Street (also known as Gouge Avenue - now Twelfth Avenue East) in said Townsite of Middletown, in the City of Superior, lying northeasterly of a line located 50 feet, perpendicularly and radially distant, northeasterly of, parallel and concentric with the center line of said most northeasterly railway track of Burlington Northern Inc.

Together with all of the right, title and interest of said Burlington Northern Inc. in and to that part of Block 3, said Townsite of Middletown, dedicated to the public for slip purposes by the subdivision of Block 3 (being that land lying between the northwesterly lines of Lots 2, 4, 6, 8 and 10 on said Chandler Pier and the southeasterly line of Divison Avenue, now vacated) lying northeasterly of a line located 50 feet, perpendicularly and radially distant, northeasterly of, parallel and concentric with the center line of said most northeasterly railway track of Burlington Northern Inc.

And including all riparian rights accruing to all of the above described land.

STATE OF WISCONSIN } ss.
Department of State
Received this 30th day of November A. D. 19 78 at 10 o'clock a. M. and recorded in Vol. 51 of R.R.M on page 62-65
Douglas La Follette
Secretary of State

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN INC., a corporation created and existing under and by virtue of the laws of the State of Delaware, successor in interest to Great Northern Railway Company and Northern Pacific Railway Company, in consideration of its friendly interest in the people of Superior, Wisconsin and in correction and modification of its Donation Deed recorded as Document No. 521668, Vol. 336 of Deeds, page 204, in the Register of Deeds' Office, Douglas County, Wisconsin, hereby quit claims and dedicates to the CITY OF SUPERIOR, Wisconsin, a municipal corporation of Douglas County, Wisconsin, its successors and assigns, for exclusively public purposes, the following described real property situated in Superior, Douglas County, State of Wisconsin, to-wit:

All those parts of Lots 3, 4, and 5, Block 4, Lots 1 through 5, Block 3, Lots 1 through 5, Block 2, Lots 1 and 2, Block 1, together with those parts of vacated "N" Street (now Eighth Avenue East), "O" Street (now Ninth Avenue East), "P" Street (now Tenth Avenue East), Townsite of Superior City; and also, all those parts of Lots 1 through 5, Block 6, Lots 1 through 6, Block 5, Lots 1 through 6, Block 4, Lots 1 through 11, Block 2, Lots 1 through 10 on Chandler Pier in the Subdivision of Block 3, together with those parts of vacated "Q" Street (also known as Clarke avenue - now Eleventh Avenue East), Division Avenue (now Thirteenth Avenue East), Chandler Pier, Morisset Avenue (now Fourteenth Avenue East), the Northwest One-half of Pouilliot Avenue (also known as Cadotte Avenue - now Fifteenth Avenue East), Townsite of Middletown, all in the City of Superior, Douglas County, Wisconsin, according to the recorded plats thereof on file and of record in the office of the Register of Deeds in and for said Douglas County, Wisconsin, lying Northeasterly of a line located 50 feet, perpendicularly and radially distant, Northeasterly of, parallel and concentric with the center line of the most Northeasterly railway track of said Burlington Northern Inc. (formerly the most Northeasterly Northern Pacific Railway Company track) as said track is now located a nd constructed; and also,

All those parts of Lots 1 through 26, Kingston Pier, Lots 1 through 26, Dunkirk Pier, Lots 449, 451, 453, 455, 457, 459, 461, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 499, 501, 503, 505, 507, 509 and 511 on West Bay Street, together with those premises lying Northeasterly of the Northeasterly lines of said lots on West Bay Street and Northwesterly of the South-

easterly line of said Lot 449 extended Northeasterly, together with those parts of vacated kingston Pier, Dunkirk Pier, corcoran Avenue (also known as Corcoran Slip - now Sixteenth Avenue East), the Northwest One-half of Walbridge Avenue (also known as Walbridge Slip - now Seventeenth Avenue East), the Southeast One-half of Pouilliot Avenue (also known as Cadotte Avenue - now Fifteenth Avenue East), West Bay Street, the alley Southwesterly of lts 1 and 2, Kingston Pier and Southwesterly of Lots 1 and 2, Dunkirk Pier, all in the Townsite of Superior, now a part of the City of Superior, Douglas County, Wisconsin, according to the recorded plats thereof on file and of record in the office of the Register of Deeds in and for said Douglas County, Wisconsin, lying Northeasterly of the center line of the vacated alley as described above.

All those lands and submerged lands described as follows:
Beginning at the west corner of Lot 2, Kingston Pier; thence northwesterly along a line being the southwesterly line of Lot 2, Kingston Pier, extended to a point forty (40) feet from the west corner of Lt 2, Kingston Pier; thence northeasterly along a line parallel and forty (40) feet distant from the northwesterly lines of lots 2,4,6, 8,10,12,14,16,18,20,22,24,26, Kingston Pier extended to their intersection with the U.S. Government dock line as established on the southwesterly side of the Bay of Superior, to the dock line; thence southeasterly along said dock line forty (40) feet distant to the intersection with a line being the northwesterly lines of Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, Kingston Pier extended to the dock line; thence southwesterly along a line being the northwesterly line of Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, Kingston Pier extended to the dock line, to the point of beginning; all in the Town site of Superior, now a part of the City of Superior, Douglas County, Wisconsin, according to the recorded plats thereof on file and of record in the office of the Register of Deeds in and for Douglas County, Wisconsin.

Together with all of the right, title and interest of said Burlington Northern Inc. in and to that part of "R" Street (also known as Gouge Avenue - now Twelfth Avenue East) in said Townsite of Middletown, in the City of Superior, lying northeasterly of a line located 50 feet, perpendicularly and radially distant, northeasterly of, parallel and concentric with the center line of said most northeasterly railway track of Burlington Northern Inc.

Together with all of the right, title and interest of said Burlington Northern Inc. in and to that part of Block 3, said Townsite of Middletown, dedicated to the public for slip purposes by the subdivision of Block 3 (being that land lying between the northwesterly lines of Lots 2, 4, 6, 8, and 10 on said Chandler pier and the southeasterly line of Division Avenue, now vacated) lying northeasterly of a line located 50 feet, perpendicularly and radially distant, northeasterly of, parallel and concentric with the center line of said most northeasterly railway track of Burlington Northern Inc.

And including all riparian rights accruing to all of the above described land.

IN WITNESS WHEREOF, Burlington Northern Inc. has caused its corporate name to be hereunto signed by its Vice President, and its corporate seal affixed ths 27th day of JUNE, 1978.

Signed, Sealed in Presence of:

Steve E. Tusa (signed)

BARBARA J. SMITH (signed

BURLINGTON NORTHERN INC.

By J. C. KENADY (signed)
Vice President

(S E A L)

ATTEST:

By F. A. DEMING

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

Personally came before me, this 27th day of JUNE, 1978, J. C. KENADY, Vuce President, and F. A. DEMING, Asst. Secretary, of the above named Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

J. W. THAYER (signed)
Notary Public, Ramsey County, Minn. My commission expires November 17, 1978

This document drafted By Steven H. Schweppe

STATE OF WISCONSIN ss.
Department of State
Received this 30th day of November A. D. 19 78 at 10
o'clock A. M. and recorded in Vol. 51 of RRM on page 65-66
Secretary of State

THIS INDENTURE, made this 5th day of DECEMBER, 1978, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Grantor", and the TOWN OF SIREN, BURNETT COUNTY WISCONSIN, hereinafter called "Grantee";

WITNESSETH, that the Grantor, in consideration of two Hundred Fifty and No/100 Dollars ($250.00), the receipt whereof is hereby acknowledged, does hereby grant unto said Grantee an easement for highway purposes only as long as so used upon and across lands owned by said Grantor at the following described location in Burnett County, Wisconson, to-wit:

A strip of land comprising all those parts of Government Lots 2 and 3, Section Nineteen (19), Township Thirty-eight (38) North, Range Sixteen (16) West, bounded and described as follows: on the easterly and westerly sides by two lines running parallel with and respectively 100 feet distant easterly and 100 feet distant westerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said Section 19; on the northeasterly and southwesterly sides by two lines running parallel with and respectively 45 feet distant northeasterly and 56 feet distant southwesterly (measured at right angles) from the following described highway center line; Commencing at the southeast corner of said Section 19; thence N2°14'04"E a distance of 2119.92 feet; thence N57°11'22"W a distance of 732.61 feet to the point of beginning and the point of curvature of a 10°00' curve concave to the northeast; thence in a northwesterly direction along the arc of said curve a distance of 146.37 feet; thence N43°03'07"W a distance of 57 feet to the point of curvature of a 24°00' curve concave to the southwest; thence along the arc of said curve in a northwesterly and westerly direction 183.34 feet.

STATE OF WISCONSIN ss.
Department of State
Received this 21st day of December A. D. 19 78 at 10
o'clock A. M. and recorded in Vol. 51 of RRM on page 67
Secretary of State

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

The grant shall be binding upon the Grantor and the Grantee and their successors and assigns.

IN WITNESS WHEREOF, said Grantor 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:

R. D. SWANELL (signed)

MARY LOU PSYK (signed)

SOO LINE RAILROAD COMPANY

By F. W. CROUCH (signed)
Its Vice President and General Counsel

(S E A L)

ATTEST:

By DORIS L. VALLEY
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 5th day of DECEMBER, 1978, F. W. CROUCH, Vice President and General Counsel, and DORIS L. VALLEY, 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 Vice President and General Counsel and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said cororation by its authority.

SANDRA L. BIEGANEK (Signed)
My commission expires Oct. 3, 1985

(S E A L)

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, MN 55402

QUITCLAIM DEED

Grantor, STANLEY ELGL HILLMAN, 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 Divison, 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, 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 REDEVELOPMENT AUTHORITY OF THE CITY OF BELOIT, WISCONSIN, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate situated and being in Rock County, Wisconsin, to-wit:

Outlot 1, and Lot 2 of the certified survey map dated in September of 1977, and recorded May 4, 1978, at 11:30 a.m. in the Office of the Register of Deeds for Rock County, Wisconsin, in Volume 7, pages 262, 263 and 264 of Certified Survey Maps o of Rock County, Wisconsin, document No. 885958.

Lots one, two and four of the Certified Survey Map dated December 1976, recorded January 14, 1977, in the Office of the Register of Deeds for Rock County, Wisconsin, in Volume 6, pages 179, 180, 181 and 182, of Certified Survey Maps of Rock County Wisconsin, document No. 858234.

The Grantor reserves unto itself the easement dated January 17, 1978, by which the grantee sold to the grantor an easement for railroad track purposes, which was recorded in the Office of the Register of Deeds for Rock County, Wiscnsin, in Volume 694, pages 524, 525 526, on April 19, 1978.

This Quitclaim Deed, in conjunction with a Quitclaim Deed made by the Redevelopemnt Authority of the City Beloit, Wisconsin, to Stanley E.G. Hillman, Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, said Deed dated October 3, 1978, is intended to more accurately describe the property conveyed by Grantor by Deed No. 2, dated November 25, 1974. Such clarification is necessitated by the subsequent re-surveys abovementioned.

This conveyance is subject to all existing rights of way and 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 E. J. STOLL thereunto duly authorized this 29th day of December 1978.

STANLEY E.G. HILLMAN, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By E. J. STOLL (signed)

WITNESS:

G. G. GRUDNOWSKI (signed)
For said Trustee

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On December 29, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. STOLL, 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.

SEAL

RAYMOND H. KEEGAN (signed)
Notary Public County County ILL
My commission Expires Nov. 30, 1979

STATE OF WISCONSIN) ss.
Department of State)
Received this 22nd day of January A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M. on page 623 & 624
Secretary of State

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW ALL MEN BY THESE PRESENTS, That THE NORTHERN TRUST COMPANY a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the First Mortgage of Minneapolis, St. Paul & Sault Ste. Marie Railroad Company (hereinafter referred to as the "Mortgage") recorded in the Office of the Secretary of State for the State of Wisconsin, on September 18, 1944 at 9:00 a.m. in Book 37 of Railroad Mortgages at page 217, which First Mortgage was assumed by Soo Line Railroad Company as of January 1, 1961, by instrument recorded in the Office of the Secretary of State for the State of Wisconsin, on January 12, 1961 at 10:00 a.m. in Book 47 of Railroad Mortgages at page 1, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the property situated in the City of Superior, County of Douglas, State of Wisconsin, more particularly described on Exhibit A attached hereto and authenticated by the undersigned Trustee and made a part hereof as though fully set forth herein.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said The Northern Trust Company as Trustee, as aforesaid, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed this 9th day of November 1978.

Signed, Sealed and Delivered
in the Presence of:

Diane Cecil (signed)

(signed)

THE NORTHERN TRUST COMPANY,
Trustee, as aforesaid,

By N. T. ROSSON (signed)
Its Second President

ATTEST:

(S E A L)

M. A. MAVES (signed)
Its Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 9th day of November, 1978, personally appeared before me the above named N.T. ROSSON and M.A. MAVES to me personally known who each being duly sworn did say that they are the SECOND President and ASSISTANT Secretary, repectively, of THE NORTHERN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said N.T. ROSSON and M.A. MAVES acknowledged said instrument to be the free act and deed of the said corporation.

CECIL D. BOBEY (signed)
Notary Public, Cook County, Illinois
My Commission Expires 9/12/82

(S E A L)

EXHIBIT A

DESCRIPTION OF PROPERTY
IN THE CITY OF SUPERIOR
COUNTY OF DOUGLAS, STATE OF WISCONSIN

All of Lots One (1) to Eight (8) inclusive, Block Four Hundred Thirty-one (431), Lots Fourteen (14) and Fifteen (15), Block Four Hundred Twenty-seven (427) and all those parts of Lots Five (5) to Eight (8) inclusive, Block Four Hundred Thirty (430) and of Lot Fifteen (15), Block Four Hundred Twenty-eight (428), lying westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from the center line of the main line track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said lots and Blocks, all being in the Townsite of West Superior, Eighteenth Division. Also, all of Lots One (1) to Six (6) inclusive and Seventeen (17) to Twenty-two (22) inclusive and those parts of Lots Eleven (11) to Sixteen (16) inclusive lying northerly of the southerly 95 feet thereof, all in Block One (1), Stinson's Subdivision of Diagram Lot 65; also all that part of the Southwest Quarter Southwest Quarter Southeast Quarter Southeast Quarter (SW 1/4 SW 1/4 SE 1/4 SE 1/4) of Section Fourteen (14), Township Forty-nine (49) North, Range Fourteen (14) West (described as Diagram Lot 64 upon a diagram attached to a deed recorded in the Douglas County Register of Deeds in Book F of Deeds at Page 208) lying northerly of the easterly extension of the southerly line of the vacated alley running easterly and westerly in said Block 1 of Stinson's Subdivision of Diagram Lot 65 and westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from said main track center line; also including all adjoining vacated alleys streets and avenues. All in accordance with the plats therof on record in the Office of the Register of Deeds in Douglas County, Wisconsin.
EXCEPTING therefrom,all that part lying easterly of a line running parallel with and 50 feet distant westerly from the easterly line of said Block 431 and its northerly and southerly extensions.

Exhibit A to Partial Release dated the 9th day of November, 1978.

AUTHENTICATED:

(signed)
(Trustee)

By N. T. ROSSON
(Its Second Vice President

STATE OF WISCONSIN
Department of State ss.
Received this 22nd day of January A. D. 19 79 at 10 o'clock A M. and recorded in Vol. 51 of Railroad Mortgage on page 69-72
Secretary of State

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW ALL MEN BY THESE PRESENTS, That HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under the laws of the State of Illinois, as Trustee under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1944, known and denominated as the General Mortgage of Minneapolis, St. Paul & Sault Ste. Marie RailroadCompany (hereinafter referred to as the "Mortgage"), recorded in the Office of the Secretary of State for the State of Wisconsin on September 18, 1944 at 9:00 A.M. in Book 38 of Railroad Mortgages at page 114, which General Mortgage was assumed by Soo Line Railroad Company as of January 1, 1961, by instrument recorded in the Office of the Secretary of State for the State of Wisconsin on January 12, 1961 at 10:00 A.M. in Book 47 of Railroad Mortgages at page 9, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that it may have acquired under, through or by virtue of the said Mortgage in and to the property situated in the City of Superior, County of Douglas, State of Wisconsin more particularly described in Exhibit A attached hereto and authenticated by the undersigned Trustee and made a part hereof as though fully set forth herein.

This release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said HARRIS TRUST AND SAVINGS BANK, as Trustee, as aforesaid, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed this 8th day of NOVEMBER, 1978.

Signed, Sealed and Delivered
in the Presence of:

C. POTTER (signed)

(signed)

HARRIS TRUST AND SAVINGS BANK
Trustee, as aforesaid,

By R.S. STAM (signed)
Its Vice President

ATTEST:

J. E. KRUEGER (signed)
Its Assistant Secretary

(S E A L)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 8th day of NOVEMBER, 1978, personally appeared before me the above named R. S. STAM and J.E. KRUEGER to me personally known, who each being duly sworn did say that they are the VICE President and ASSISTANT Secretary, respectively, of HARRIS TRUST AND SAVINGS BANK, and that the seal affixed to the foregoing instrument is the corporatie seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said R.S. STAM and J.E. KRUEGER acknowledged said instrument to be the free act and deed of the said corporation.

LAVETTE C. SEAY (signed)
Notary Public, Cook County Illinois,
My Commission Expires NOVEMBER 29, 1980

(S E A L)

EXHIBIT A

DESCRIPTION OF PROPERTY
IN THE CITY OF SUPERIOR
COUNTY OF DOUGLAS, STATE OF WISCONSIN

All of Lot One (1) to Eight (8) inclusive, Block Four Hundred Thirty-one (431), Lots Fourteen (14) and Fifteen (15), Block Four Hundred Twenty-seven (427) and all those parts of Lots Five (5) to Eight (8) inclusive, Block Four Hundred Thirty (430) and of Lot Fifteen (15), Block Four Hundred Twenty-eight (428) lying westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) form the center line of the main line track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said lots and blocks, all being in the Townsite of West Superior, Eighteenth Divison. Also, all of Lots One (1) to six (6) inclusive and Seventeen (17) to Twenty-two (22) inclusive and those parts of Lots Eleven (11) to Sixteen (16) inclusive lying northerly of the southerly 95 feet thereof, all in Block One (1) Stinson's Subdivision of Diagram Lots 65; also all that part of the Southwest Quarter Southwest Quarter Southeast Quarter Southeast Quarter (SW 1/4 SW 1/4 SE 1/4 SE 1/4) of Section Fourteen (14), Township Forty-nine (49) North, Range Fourteen (14) West (described as Diagram Lot 64 upon a diagram attached to a deed recorded in the Douglas County Register of Deeds in Book F of Deeds at Page 208) lying northerly of the easterly extension of the southerly line of the vacated alley running easterly and westerly in said Block 1 of Stinson's Subdivision of Diagram Lot 65 and westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from said main track center line; also including all adjoining vacated alleys streets and avenues. All in accordance with the plats thereof on record in the Office of the Register of Deeds in Douglas County, Wisconsin.
EXCEPTING therefrom all that part lying easterly of a line running paralle with and 50 feet distant westerly from the easterly line of said Block 431 and its northerly and southerly extensions.

EXHIBIT A TO partial Release dated the 8th day of NOVEMBER, 1978.

AUTHENTICATED:

HARRIS TRUST AND SAVINGS BANK
(Trustee)

By R. S. STAM (signed)
Its Vice President

STATE OF WISCONSIN
Department of State ss.
Received this 22nd day of January A. D. 19 79 at 10 o'clock A M. and recorded in Vol. 51 of RRM on page 70-71
Secretary of State

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW BY ALL MEN BY THESE,PRESENTS, That FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association, as Corporate Trustee, and FRANK B. KRAUSE, as Individual Trustee (successor to Frank B. Weck, Individual Trustee), under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1954, known and denominated as the First Mortgage of Wisconsin Central Railroad Company (assumed by Soo Line Railroad Company as of January 1, 1961, and hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or deman whatsoever that they may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated near the City of Superior, County of Douglas, State of Wisconsin, to-wit:

Approximately 71,868 square feet, more of less, of land particularly described in Exhibit A attached hereto and by this reference made a part hereof.

This partial release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said FIRST NATIONAL BANK OF MINNEAPOLIS as Corporate Trustee, has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed and said Frank B. Krause, as Individual Trustee, has executed these presents this 1st day of NOVEMBER , 1978.

Executed, Sealed and Delivered as to Corporate Trustee in the Presence of:

(signed)

(signed)

FIRST NATIONAL BANK OF MINNEAPOLIS
Corporate Trustee, as aforesaid

By C. F. GLAMAN (signed)
Its Vice President

ATTEST:

J. SCANLAN (signed)
Its ASSISTANT SECRETARY

Executed and delivered as to Individual Trustee in the Presence of:

(signed)

(signed)

FRANK B. KRAUSE
Individual Trustee, as aforesaid,

FRANK B. KRAUSE (signed)

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 1st day of NOVEMBER , 1978, personally appeared before me the above named C. F. GLAMAN and J. SCANLAN to me personally known, who each being duly sworn did say that they are the VICE President and ASSISTANT Secretary, respectively, of First National Bank of Minneapolis, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said C.F. GLAMAN and J. SCANLAN acknowledged said instrument to be the free act and deed of the said corporation.

KAY F. ROBINSON (signed)
Notary Public Minnesota, Hennepin County
My Commission Expires Oct. 11, 1983

(S E A L)

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 1st day of NOVEMBER, 1978, personally appeared the above named Frank B. Krause, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, by me being duly sworn, did say that he executed and delivered said instrument as his free and voluntary act and deed.

(S E A L)

KAY F. ROBINSON (signed)
Notary Public Minnesota, Hennepin County
My Commission Expires Oct. 11, 1983

It is hereby certified that the above Partial Release of Mortgaged Property is a true copy of an original document executed by First National Bank of Minneapolis and Frank B. Krause, as Trustees, which document was delivered to Soo Line Railroad Company

FIRST NATIONAL BANK OF MINNEAPOLIS

By (signed)
*Its Trust Officer

DESCRIPTION OF LANDS
IN THE CITY OF SUPERIOR, COUNTY
OF DOUGLAS, STATE OF WISCONSIN

All of Lots One (1) to Eight (8) inclusive, Block Four Hundred Thirty-one (431), Lots Fourteen (14) and Fifteen (15), Block Four Hundred Twenty-seven (427) and all those parts of Lots Five (5) to Eight (8) inclusive, Block Four Hundred Thirty (430) and of Lot Fifteen (15), Block Four Hundred Twenty-eight (428) lying westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from the center line of the main line track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said lots and blocks, all being in the Townsite of West Superior, Eighteenth Division. Also, all of lots One (1) to Six (6) inclusive and Seventeen (17) to Twenty-two (22) inclusive and those parts of Lots Eleven (11) to Sixteen (16) inclusive lying northerly of the southerly 95 feet thereof, all in Block One (1), Stinson's Subdivision of Diagram Lot 65; also all that part of the Southwest Quarter Southwest Quarter Southeast Quarter Southeast Quarter (SW 1/4 SW 1/4 SE 1/4 SE 1/4) of Section Fourteen (14), Township Forty-nine (49) North, Range Fourteen (14) West (described as Diagram Lot 64 upon a diagram attached to a deed recorded in the Douglas County Register of Deeds in Book F of Deeds at Page 208) lying northerly of the easterly extension of the southerly line of the vacated alley running easterly and westerly in said Block 1 of Stinson's Subdivision of Diagram Lot 65 and westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from said main track center line; also including all adjoining vacated alleys, streets and avenues. All in accordance with the plats thereof on record in the Office of the Register of Deeds in Douglas County, Wisconsin.
EXCEPTING therefrom all that part lying westerly of a line running parallel with and 50 feet distant westerly from the easterly line of said Block 431 and its northerly and southerly extensions.

Exhibit A to Partial Release dated the 1st day of NOVEMBER , 1978.

Authenticated:

First National Bank of Minneapolis, Trustee
(Name of Trustee)

By M. Anderson (SIGNED)

Its Trust Officer

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of January A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 11-13
Vel Phillips
Secretary of State

PARTIAL RELEASE OF MORTGAGED PROPERTY

KNOW ALL MEN BY THESE PRESENTS, That THE NORTHERN TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, as Corporate Trustee, and CHARLES H. CORY II, As individual Trustee (successor to Thomas H. Jolls, Individual Trustee) under a certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1954, known and denominated as the General Mortgage of Wisconsin Central Railroad Company (assumed by Soo Line Railroad Company as of January 1, 1961, and hereinafter referred to as the "Mortgage"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby release, convey and quitclaim unto the said Soo Line Railroad Company, its successors and assigns, all right, title, interest, claim or demand whatsoever that they may have acquired under, through or by virtue of the said Mortgage in and to the following described property situated near the City of Superior, County of Douglas, State of Wisconsin, to-wit:

Approximately 71,868 square feet, more or less, particularly described in Exhibit A attached hereto and by this reference made a part hereof.

This partial release shall in no manner affect the lien of the said Mortgage upon any other property, real, personal or mixed, now subject to such lien and not hereby expressly released.

IN WITNESS WHEREOF, said THE NORTHERN TRUST COMPANY as Corporate Trustee has caused theses presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed and said Charles H. Cory II, as Individual Trustee, has executed these presents this 17th day of NOVEMBER, 1978.

Executed, Sealed and Delivered as to corporate Trustee in the Presence of:

Diane Cecil (SIGNED)

Patricia J. Lloyd (SIGNED)

Executed and delivered as to Individual Trustee in the Presence of:

THE NORTHERN TRUST COMPANY
Corporate Trustee, as aforesaid,

By (SIGNED)
Its Second Vice President

ATTEST:

M. A. Maves (SIGNED)
Its Assistant Secretary

Diane Cecil (SIGNED) CHARLES H. CORY II,
Individual Trustee, as aforesaid,

Patricia J. Lloyd (SIGNED) _____ (SIGNED)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 17th day of NOVEMBER , 1978, personally appeared before me the above named N. T. ROSSON and M.A. MAVES to me personally known, who each being duly sworn say that they are the Second Vice President and Assistant Secretary, respectively, of the Northern Trust Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed, sealed, and delivered on behalf of said cororation, by authority of its Board of Directors and said N. T. ROSSON and M.A. MAVES acknowledged said instrument to be the free act and deed of acknowledged said instrument to be the free act and deed of said corporation.

(S E A L)

Cecil D. Bobey (SIGNED)
My Commission Expires Sept. 12, 1982

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 17th day of NOVEMBER, 1978, personally appeared before me the above named Charles H. Cory II, to me personally known and to me known to be the identical individual who executed the foregoing instrument, who, by me being duly sworn, did say that he executed and delivered said instrument as his free and voluntary act and deed.

CECIL D. BOBEY (SIGNED)
My Commission Expires Sept. 12, 1982

(S E A L)

DESCRIPTION OF LANDS
IN THE CITY OF SUPERIOR, COUNTY
OF DOUGLAS, STATE OF WISCONSIN

A All of Lots One (1) to Eight (8) inclusive, Block Four Hundred Thirty-one (431), Lots Fourteen (14) and Fifteen (15), Block Four Hundred Twenty-seven (427) and all those parts of Lots Five (5) to Eight (8) inclusive, Block Four Hundred Thirty (430) and of Lot Fifteen (15), Block Four Hundred Twenty-eight (428) lying westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from the center line of the main line track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said lots and blocks, all being in the Townsite of West Superior, Eighteenth Division. Also, all of Lots One (1) to Six (6) inclusive and seventeen (17) to Twenty-two (22) inclusive and those parts of Lots Eleven (11) to Sixteen (16) inclusive lying northerly of the southerly 95 feet thereof, all in Block One (1), Stinson's Subdivision of Diagram Lot 65; also all that part of the Southwest Quarter Southwest Quarter Southeast Quarter Southeast Quarter (SW 1/4 SW 1/4 SE 1/4 SE 1/4) of Section Fourteen (14), Township Forty-nine (49) North, Range Fourteen (14) West (described as Diagram Lot 64 upon a diagram attached to a deed recorded in the Douglas County Register of Deeds in Book F of Deeds at Page 208) lying northerly of the easterly extension of the southerly line of the vacated alley running easterly and westerly in said Block 1 of Stinson's Subdivision of Diagram Lot 65 and westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from said main track center line; also including all adjoining vacated alleys, streets and avenues. All in accordance with the plats thereof on record in the Office of the Register of Deeds in Douglas County, Wisconsin.
EXCEPTING therefrom all that part lying westerly of a line running parallel with and 50 feet distant westerly from the easterly line of said Block 431 and its northerly and southerly extension.

Exhibit A to Partial Release dated the 17th day of NOVEMBER , 1978.

Authenticated:

THE NORTHERN TRUST COMPANY
(Name of Trustee)

By N. T. ROSSON (signed)
Its Second Vice President

STATE OF WISCONSIN)
Department of State) ss.
Received this 22nd day of
January A. D. 19 79 at 10
o'clock 8 M. and recorded in Vol.
57 of R. R. M
on page 73-74
Secretary of State

Appointment of Bartlett Ford as Individual Trustee under the Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921 in succession to Jacob M. Ford II, Resigned

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, Chicago, Burlington & Quincy Railroad Company (now by merger Burlington Northern Inc.) did execute and deliver to The First National Bank of the City of New York (now Citibank, N.A.) and Frazier L. Ford, as Trustees, its First and Refunding Mortgage, dated February 1, 1921; and

WHEREAS, the said Frazier L. Ford, the Individual Trustee named in said Mortgage, died on April 10, 1947, and George E. Porter was thereafter duly appointed as successor Individual Trustee; and

WHEREAS, the said George E. Porter, successor Individual Trustee under said Mortgage, died on January 14, 1954, and Jacob M. Ford II was thereafter duly appointed as successor Individual Trustee, and, by Section 3, Article Thirteen, of said Mortgage, is is provided that the Corporate Trustee, by an instrument in writing; may appoint a successor to such Individual Trustee; and

WHEREAS, the undersigned is authorized to act on behalf of said Citibank, N.A., as Corporate Trustee under such First and Refunding Mortgage, to fill the vacancy in the Office of the Individual Trustee under said First and Refunding Mortgage

THIS INSTRUMENT WITNESSETH: that Citibank, N.A., Corporate Trustee under said First and Refunding Mortgage, pursuant to the provisions of Section 3, Article Thirteen, of said Mortgage, hereby appoints Bartlett Ford, a resident of the City of St. Joseph in the State of Missouri, as Individual Trustee under said First and Refunding Mortgage, to fill the vacancy in the office of Individual Trustee created by the resignation of Jacob M. Ford II, successor Individual Trustee, to act as such Individual Trustee under said First and Refunding Mortgage, with like effect as if originally named as Trustee therein.

IN WITNESS WHEREOF, Citibank, N.A. has caused these presents to be signed with its corporate name by a Senior Trust Officer and its corporate seal to be hereon impressed and attested by it Trust Office, thereunto duly authorized, as of the 30th day of NOVEMBER, 1978.

Attest: CITIBANK, N.A., as Corporate Trustee

V . Lopez (SIGNED)
Trust Officer

By: Ralph E. Johnson (SIGNED)
Senior Trust Officer

Witnesses to Signatures:

R. T. Kirchner (SIGNED)

E. Parets (SIGNED)

(S E A L)

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

Be it remembered, that on this 30th day of November, A.D. 1978, before me, a Notary Public in and for said County and State, personally appeared Ralph E. Johnson, Senior Trust Officer of Citibank, N.A., a national banking association incorporated and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as a Senior Trust Officer, who, being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., Trustee, and that he knows the corporate seal of said association; that the seal affixed to the foregoing instrument is the corporate seal of said association; that it was affixed by order of Citibank, N.A., Trustee; that said instrument was signed and sealed by him on behalf of said association as a Senior Trust Officer of said association; and the said Ralph E. Johnson acknowledged said instrument, and that it was the voluntary act and deed of Citibank, N.A., Trustee, and that he as Senior Trust Officer signed, sealed and delivered said instrument as the free and voluntary act and deed of Citibank, N.A., Trustee, and as his own free and voluntary act and deed as Senior Trust Officer, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand official seal this 30th day of November, A.D. 1978.

(S E A L)

Alice H. Shaw (SIGNED)
Notary Public, State of New York
No. 24-4646218
Qualified in Kings County
Commission Expires March 30, 1979

76

ACCEPTANCE OF APPOINTMENT AS SUCCESSOR INDIVIDUAL TRUSTEE UNDER THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY FIRST AND REFUNDING MORTGAGE DATED FEBRUARY 1, 1921

WHEREAS, Frazier L. Ford, Individual Trustee under the First and Refunding Mortgage of the Chicago, Burlington & Quincy Railroad Company (now by merger Burlington Northern Inc.) to The First National Bank of the City of New York (now Citibank, N.A.) and Frazier L. Ford, as Trustees, dated February 1, 1921, died on April 10, 1947, and George E. Porter was thereafter duly appointed and qualified as Individual Trustee in succession to the said Frazier L. Ford; and

WHEREAS, the said George E. Porter, successor Individual Trustee under said Mortgage, died on January 14, 1954, and Jacob M. Ford II was thereafter duly appointed as successor individual Trustee; and

WHEREAS, said Citibank, N.A., Corporate Trustee under said First and Refunding Mortgage, pursuant to the provisions of SEction 3, Article Thirteen of said Mortgage, by an instrument in writing, duly appointed and deignated Bartlett Ford, a resident of the City of St. Joseph, in the State of Missouri, to act as Individual Trustee under said Mortgage, in succession to the said Jacob M. Ford II, resigned; and

WHEREAS, it is provided by said Section 3, Article Thirteen of said First and Refunding Mortgage, that any new Trustee appointed thereunder shall execute, acknowledge and deliver to his co-trustee and to the Railroad Company, an instrument accepting such appointment thereunder, and that thereupon such new Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of his predecessor in the trusts thereunder with like effect as if originally named as Trustee therein;

NOW THEREFORE, THIS INSTRUMENT WITNESSETH: That the said Bartlett Ford, does hereby accept such appointment and execute, acknowledge and deliver to Citibank, N.A. and to Burlington Northern Inc., his acceptance of such appointment as Individual Trustee in succession to the said Jacob M. Ford II, resigned, as aforesaid, and agrees to be bound by all the conditions and trusts declared in said First and Refunding Mortgage as fully as if originally named as Trustee therein.

IN WITNESS WHEREOF, the said Bartlett Ford, has hereunto set his hand and seal as of the 8th day of December, 1978.

Bartlett Ford (SIGNED)
Individual Trustee

Sealed and Delivered in the presence of:

N. MACON DUDLEY (SIGNED)

ROBERT L. SANDERS (SIGNED)

STATE OF MISSOURI)
) SS
COUNTY OF BUCHANAN)

I, Shirley Hoefer, Notary Public in and for the said County, in the State aforesaid, do hereby certify that Bartlett Ford, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8th day of December, A.D. 1978.

(SEAL)

SHIRLEY HOEFER (SIGNED)

STATE OF WISCONSIN) ss.
Department of State)
Received this 17 day of Jan. A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 75-76
Secretary of State

77 [redacted]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of November, 1978, personally appeared before me the above named R. S. Stam and J. E. Krueger to me personally known, who each being duly sworn did say that they are the Vice President and Assistant Secretary, respectively, of HARRIS TRUST AND SAVINGS BANK, and that the seal affixed to the foregoing insturment is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and said R. S. Stam and J. E. Krueger acknowledged said instrument to be the free act and deed of the said corporation.

Lavette C. Seay

Notary Public, Cook County, Illinois,
My Commission Expires November 29, 1980

(NOTARIAL SEAL)

(seal)

-2-

EXHIBIT A

DESCRIPTION OF PROPERTY
IN THE CITY OF SUPERIOR
COUNTY OF DOUGLAS, STATE OF WISCONSIN

All of Lots One (1) to Eight (8) inclusive, Block Four Hundred Thirty-one (431), Lots Fourteen (14) and Fifteen (15), Block Four Hundred Twenty-seven (427) and all those parts of Lots Five (5) to Eight (8) inclusive, Block Four Hundred Thirty (430) and of Lot Fifteen (15), Block Four Hundred Twenty-eight (428) lying westerly of a line running parallel with and 25 feet distant westerly (measured at right angles) from the center line of the main line track of the Soo Line Railroad Company's railroad as the same is now located, maintained and operated over and across said lots and blocks, all being in the Townsite of West Superior, Eighteenth Division. Also, all of Lots One (1) to Six (6) inclusive and Seventeen (17) to Twenty-two) (22) inclusive and those parts of Lots Eleven (11) to Sixteen (16) inclusive lying northerly of the southerly 95 feet thereof, all in Block One (1), Stinson's Subdivision of Diagram Lot 65; also all that part of the Southwest Quarter Southwest Quarter Southeast Quarter Southeast Quarter (SW 1/4 SW 1/4 SE 1/4 SE 1/4) of Section Fourteen (14), Township Forty-nine (49) North, Range Fourteen (14) West (described as Diagram Lot 64 upon a diagram attached to a deed recorded in the Douglas County Register of Deeds in Book F of Deeds at Page 208) lying northerly of the easterly extension of the southerly line of the vacated alley running easterly and westerly in said Block 1 of Stinson's Subdivision of Diagram Lot 65 and westerly of a line running parrallel with and 25 feet distant westerly (measured at right angles) from said main track center line; also including all adjoining vacated alleys, streets and avenues. All in accordance with the plats thereof on record in the Office of the Register of Deeds in Douglas County, Wisconsin. EXCEPTING therefrom all that part lying easterly of a line running parallel with and 50 feet distant westerly from the easterly line of said Block 431 and its northerly and southerly extensions.

Exhibit A to Partial Release dated the 8th day of November, 1978.

AUTHENTICATED:

Harris Trust and Savings Bank
(Trustee)

By R. S. Stam
Its Vice President

STATE OF WISCONSIN) ss.
Department of State)
Received this 22 and day of November A. D. 19 79 at 8:35 o'clock A. M. and recorded in Vol. 51 of RRM on page 82-83
Secretary of State

[redacted] 77

THIS INDENTURE made this 11th day of December, 1978, 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, party 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 INC. (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:

1. 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.

2. 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 Frist 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 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 inc.
Consolidated	Railroad Mortgages 49	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. has assumed and

agreed to be bound by all the covenants and conditions of the said mortgages therein agreed to be kept and performed by Northern Pacific Railway Company and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgages, and

WHEREAS, Burlington Northern Inc., 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 Llen 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 mortagges and all supplements thereto, respectively, all of their respective rights, title and interest, as such trustees, in and to the property situate in the City of Superior, County of
Douglas and 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.

78 [redacted]

The recitals made herein are to be taken only as recitals made by Burlington Northern Inc. 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 wells as Burlington Northern Inc. and teh 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 event 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 Turst 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:

Jiri Mlader
Jiri Mlader

Sandra Leess
Sandra Leess

BANKERS TRUST COMPANY, as Trustee,

By W. L. Tischler
Vice President
W. L. Tischler

ATTEST: (seal)
Carl J. Nasib
Assistant Secretary
Carl H. Nasib

Signed, sealed and delivered on behalf of Citibank, N. A., as Trustee, in presence of:

E. Gibbons
E. Gibbons

J. Byrnes
J. Byrnes

CITIBANK, N.A., as Trustee,

By R. E. Johnson
Senior Trust Officer
Ralph E. Johnson

ATTEST: (seal)
V. Lopez
Trust Officer
V. Lopez

Signed, sealed and delivered on behalf of Morgan Guaranty Trust Company of New York, as Trustee, in presence of:

J. M. Sullivan
J. M. Sullivan

John R. Wyatt
John R. Wyatt

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee,

By R. Amundsen
Trust Officer
R. Amundsen

ATTEST: (seal)
Faith A. Gausman
Assistant Secretary
Faith A. Gausman

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 11th day of December, in the year 1978, before me, J. E. Fulwood, a notary public, personally appeared W. L. Tischler, to me known to be a 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 acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this 11th day of December, 1978.

(seal)

Jerry Eden Fulwood
Notary Public
City, County and State of New York
My commission expires
(seal)--stamp

[redacted] 79

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 15th day of December, in the year 1978, before me, Alice H. Shaw, a notary public, personally appeared Ralph E. Johnson, a notary public, 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 15th day of December, 1978.

Alice H. Shaw
Notary Public
City, County and State of New York
My commission expires

(seal)

(notary stamp)

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.
CITY OF NEW YORK.)

On this 21st day of December, in the year 1978, before me, Maureen McShane, a notary public, personally appeared R. Amundsen, 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 R. Amundsen acknowledged said instrument to be the free act and deed of said corpo ation. Given under my hand and official seal this 21st day of December, 1978.

Maureen McShane
Notary Public
City, County and Stae of New York
My commission expires

(seal)

(notary stamp)

Superior, Wisconsin - Sale of former NP land to Edward T. O'Brien, Inc.

EXHIBIT "A"

Those parts of Blocks 65, 67, 69 and 71 on East Itasca Street, Townsite of Superior, City of Superior, Douglas County, State of Wisconsin, lying Southwesterly of a line located 50 feet at right angles Southwesterly of and parallel with the center line of **Burlington** Northern, Inc. main track of its Superior to Ashland Branch Line.

Together with all of the right, title and interest of Burlington NOrthern Inc. in 49th Avenue East and Southeasterly half of 48th Avenue East lying adjacent to and abutting said Blocks 65, 67 and 69 in part as above described.

STATE OF WISCONSIN)
Department of State) ss.
Received this 22nd day of January A. D. 19 79 at 10:50 o'clock A. M. and recorded in Vol. 51 of RRM on page 77-79
Secretary of State

80 [redacted]

THIS INDENTURE, made this 9th day of February, 1979, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Company", and CITY OF STEVENS POINT, WISCONSIN, hereinafter called "City":

WITNESSETH, that the Company, in consideration of Five Thousand One Hundred and No/100 Dollars ($5,100.00) to it in hand paid by the City, does hereby grant unto said City an easement for highway purposes only as long as so used, including the right to construct, reconstruct and maintain a highway underpass structure beneath railroad tracks and upon and across lands owned by said Company at the following described location in Portage County, Wisconsin, to-wit:

All that part of Lot 11, Block 7 and the Soo Line Railroad Company Right of Way located in the central addition to the City of Stevens Point lying East of Michigan Avenue, South of Wayne Street and North of Block 6 of said central addition more particularly described as follows:

Commencing at the Northwest corner of Lot 11, Block 7 of said central addition; Thence East along the NOrth line of said Block 7, 24 feet; Thence Southeasterly 284.80 feet to the South line of said Soo Line Railroad Company Right of Way; Thence West along said Railroad Right of way line 56 feet to the East line of Michigan Avenue; Thence North along said East line 283 feet to the Point of Beginning and there terminating.

This parcel contains 11,320 square feet more or less and excludes lands previously conveyed or dedicated for street or highway purposes.

Subject to any and all existing utilities and easements, leases, licenses and permits heretofore granted by the Company, or its predecessors in interest, affecting the herein described lands.

The Company reserves the right and privilege to use the above described land for the maintenance, construction 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 assign, and maintenance and use of a highway upon and across the Company's property at the above described location however lang continued shall not vest in the City rights adverse to those of the Company other than those granted by this easement.

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

IN WITNESS WHEREOF, said Company ahs 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:

Mary Lou Psyk
Mary Lou Psyk

Sandra L. Bieganek
Sandra L. Bieganek

SOO LINE RAILROAD COMPANY

By F. W. Crouch
Its Vice President adn General Counsel
F. W. Crouch

ATTEST: (seal)

By Arlene R. Holmes
Its Secretary
Arlene R. Holmes

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
)

Personally came before me this 9th day of February, 1979, F. W. Crouch, Vice President and General Counsel, 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 Vice President and General Counsel 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.

Sandra L. Bieganek
(notary stamp)

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

81

STATE OF WISCONSIN)
Department of State) ss.
Received this 26 th day of
February A. D. 19 78 at 10:00
o'clock A M. and recorded in Vol.
51 of ERM
on page 27-28
Secretary of State

VOL 361 PAGE 53

ASSIGNMENT OF LEASEHOLD INTEREST

WHEREAS, the SOO LINE RAILROAD COMPANY, Hereinafter referred to as "Lessor," successor in interest through merger of Wisconsin Central Railroad Company heretofore executed and delivered to SMITH'S FEED SERVICE, INC. hereinafter referred to as "Lessee," the following described lease agreement, to-wit:

Lease No. 3139-I dated as of January 1, 1956*, covering a parcel of land situated at or near the station of Riplinger, County of Clark, State of Wisconsin
Described as follows:

East 90 feet of Station Lot 27 and all of Station Lot 29 as shown outlined in red on the map attached thereto marked "Exhibit A" and made a part thereof

as a site for a flour and feed warehouse and coal storage
and

WHEREAS, the Lessee is about to execute and deliver to CITIZENS STATE BANK OF LOYAL a chattel mortgage on buildings and other personal property owned by the said Lessee located upon the lease premises, as security for a loan;

NOW THEREFORE, in consideration of the premises, and the sum of One Dollar to it in hand paid, receipt whereof is hereby acknowledged, the Lessee, does hereby assign, transfer and set over unto CITIZENS STATE BANK OF LOYAL all of its right, title and interest in and to the aforesaid lease agreement; provided, however, that this assignment of said lease shall become effective only in the event that the aforesaid chattel mortgage is foreclosed and the title to said buildings and other personal peoperty taken by CITIZENS STATE BANK OF LOYAL or its assigns.

IN WITNESS WHEREOF, the Lessee has caused this instrument to be duly executed as of the day of ,19 .

In the Presence of: SMITH'S FEED SERVICE, INC.

Connie K.Meyer By Vernon A. Smith Pres.
Witness

ACCEPTANCE OF ASSIGNMENT

CITIZENS STATE BANK OF LOYAL accepts the foregoing assignment and agress that, in the event said assignment shall become effective under the conditions therein stated, it shall be bound to perform and comply with all of the terms and conditions to be performed and complied with by the Lessee under said lease.

IN WITNESS WHEREOF, said CITIZENS STATE BANK OF LOYAL has caused this instrument to be duly executed as of the 7th day of March, 1978.

In the Presence of: CITIZENS STATE BANK OF LOYAL

Connie K. Meyer BY George F. Zuehckey, VP & Cashier
Witness

CONSENT OF LESSOR TO ASSIGNMENT AND TO THE MORTGAGING OF BUILDINGS AND IMPROVEMENTS

SOO LINE RAILROAD COMPANY hereby consents to the foregoing assignment of said lease agreement (No. 3139-I) by said Lessee to said CITIZENS STATE BANK OF LOYAL subject to all of the terms, covenants and conditions therein set forth, with the understanding that this consent shall not be construed as authorizing any further assignment of said lease agreement, whether voluntary, by operation of law, or otherwise, without the written consent to the Lessor thereto in each case being first obtained.
The said Lessor, in consideration of One Dollar to it in hand paid, receipt whereof if hereby acknowledged, stipulates, consents and agrees:

1. That the said Lessee, may mortgage to said CITIZENS STATE BANK OF LOYAL, the buildings and other personal property of said Lessee located on the premises described in said lease agreement dated as of January 1, 1956 and in the foregoing assignment of the same.
2. That the said Lessor wil not hold said CITIZENS STATE BANK OF LOYAL for rental accruing under said lease agreement while said chattel mortgage is in effect, unless the bildings and other personal peoperty on the leased premises are taken over by it as mortgagee.

*entered into between Wisconsin Central Railroad Company and O. W. Trindal Company which lease was assigned to Smith's Feed Service, Inc. effective March 1, 1978

82

VOL 361 PAGE 54

3. That in the event said chattel mortgage is foreclosed or said leasehold interest is taken over by said CITIZENS STATE BANK OF LOYAL, as mortgagee, in any proceedings for the collection of the indebtedness secured by the said mrotgage, the said buildings or other personal property of the Lessee may be sold and transferred to any person or corporation who may purchase the same in such foreclosure or other proceedings; provided, however, that the said lease agreement shall not be assigned or transferred to such person or corporation, or to any other person or corporation, and that the leased premises or facilities situated thereon shall not be used or occupied for the conduct of any business or for any purpose other than authorized in said lease agreement, without the prior written consent of the Lessor.

4. That said Lessor will not, during the period said chattel mortgage shall be in effect, terminate said lease agreement for any breach of any of its provisions by the Lessee, without first giving said CITIZENS STATE BANK OF LOYAL, at least thirtydays' notice of such intended termination, specifying in said notice the particular default or breach froming the basis for such termination; provided, however, that noting herein contained shall be construed as a waiver by said Lessor of its right to terminate said lease agreement in accordance with its provisions.

IN WITNESS WHEREOF, said Lessor has caused this instrument to be duly executed as of the 9th day of March, 1978.

In the Presence of: SOO LINE RAILROAD COMPANY

L. W. Doering By Geo. V. Bergren
Witness Director of Real Estate

STATE OF WISCONSIN)
Department of State) ss.
Received this 22 nd day of
February A. D. 19 79 at 8:00
o'clock A M. and recorded in Vol.
51 of ERM
on page 38-39
Secretary of State

374269
Register's office, SS
County Of Clark, Wis.
Received for Record this 15 day of
Aug. 1978, at 9:15 o'clock Am
and records in Vol.361
at Records on page 53
Vern Hansen Regist
By: Evelyn Walk, Deputy

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 State 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 amendad (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 ASSOCIATED MILK PRODUCERS, 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 City of Madison, County of Dane, and the State of Wisconsin----------

and described as follows, to wit:

That part of the Southwest Quarter of the Southeast Quarter of Section 26, Township 7 North, Range 9 East of the Fourth Principal Meridian, bounded as follows: On the Northeasterly side by the Westerly line of Oregon Road (Beld Street); On the Southeasterly side by a line parallel with and distant 25 feet Northwesterly, 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; on the Southwesterly side by theEast line of South Park Street; And on the Northwesterly side by a line parallel with and distant 50 feet Northwesterly, measured at right angles and radially, from the center line of the main track of the Chicago and Tomah Railway Company (now the Chicago and Norther Western Transportation Company), as said main track center line was originally located and established across said Section 26.

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 remander 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 23rd day of APRIL , A.D., Nineteen Hundred and Seventy-Nine.

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

By /s/ A. R. MENARD
Vice President

(S E A L)

ATTEST:

/s/ J. H. SCHMELTZER
Trust Officer

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

/s/ R. E. SCHUTEN

/s/ R. C. KECH

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 A.R. MENARD and J. H. SCHMELTZER 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 A.R. MENARD resides In Oak Park, Illinois and that J.H. SCHMELTZER resides in Chicago, Illinois ANd they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Assocation; 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, Illlinois, this 23rd day of APRIL A.D., Nineteen Hundred and Seventy-Nine.

(S E A L)

/s/ T. BRUNK
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My commission as such Notary Public Expires: SEP 17, 1979

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

STATE OF WISCONSIN } ss.
Department of State }
Received this 9th day of May A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 82-83
Sol Pitts
Secretary of State

THIS INDENTURE, made this 15th day of MARCH , 1979, 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 three Hundred and No/100 Dollars ($300.00) 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 upon and across lands owned by said Company at the following described location in Rusk County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Soo Line Railroad Company's 100 foot right of way in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Twenty-two (22), Township Thirty-five (35) North, Range Four (4) West, bounded and described as follows: on the southerly and northerly sides by two lines running parallel with and respectively 38 feet and 50 feet distant northerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is located, maintained and operated over and across said Section 22; on the westerly and easterly sides by two lines running at right angles to said main track center line through points therein 520 feet and 670 feet distant easterly (measured along said main track center line) from the west line of said Section 22.

The Company reserves the right and privilege to use the above described land for the 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 purporses that are not inconsistent with the use thereof for highway purposes and further reserves the rightto prevent the placement or maintenance of any utility of 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:

/s/ J.A. DOERING

/s/ R. D. SWANELL

SOO LINE RAILROAD COMPANY

(S E A L)

By /s/ THOMAS M. BECKLEY
Its President and Chief Operating Officer

ATTEST:

By /s/ ARLENE R. HOLMES
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 15th day of MARCH , 1979, Thomas M. Beckley , President and Chief Operating Officer , 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 Chief Operating Officer and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed fo said corporation by its authority.

PARCEL 1

PROJECT 1584-01-21

/s/ SANDRA L. BIEGANEK
Notary Public
(S E A L)

This instrument was drafted by
Soo Line Railraod Company
1508 Soo Line Bldg.
Minneapolis, MN 55402

STATE OF WISCONSIN } ss.
Department of State }
Received this 10 day of May A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 84
Sol Pitts
Secretary of State

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 remander 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 23rd day of APRIL , A.D., Nineteen Hundred and Seventy-Nine.

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

By /s/ A. R. MENARD
Vice President

(S E A L)

ATTEST:

/s/ J. H. SCHMELTZER
Trust Officer

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

/s/ R. E. SCHUTEN

/s/ R. C. KECH

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 A.R. MENARD and J. H. SCHMELTZER 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 A.R. MENARD resides In Oak Park, Illinois and that J.H. SCHMELTZER resides in Chicago, Illinois ANd they severally acknowledged to me that they are, respectively, a Vice President and a Trust Officer of said Assocation; 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, Illlinois, this 23rd day of APRIL A.D., Nineteen Hundred and Seventy-Nine.

(S E A L)

/s/ T. BRUNK
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My commission as such
Notary Public Expires: SEP 17, 1979

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

STATE OF WISCONSIN } ss.
Department of State }
Received this 9th day of May A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 82-83
Secretary of State

THIS INDENTURE, made this 15th day of MARCH , 1979, 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 three Hundred and No/100 Dollars ($300.00) 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 upon and across lands owned by said Company at the following described location in Rusk County, Wisconsin, to-wit:

A parcel of land comprising all that part of the Soo Line Railroad Company's 100 foot right of way in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Twenty-two (22), Township Thirty-five (35) North, Range Four (4) West, bounded and described as follows: on the southerly and northerly sides by two lines running parallel with and respectively 38 feet and 50 feet distant northerly (measured at right angles) from the center line of the main track of the Soo Line Railroad Company's railroad as the same is located, maintained and operated over and across said Section 22; on the westerly and easterly sides by two lines running at right angles to said main track center line through points therein 520 feet and 670 feet distant easterly (measured along said main track center line) from the west line of said Section 22.

The Company reserves the right and privilege to use the above described land for the 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 rightto prevent the placement or maintenance of any utility of 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:

/s/ J.A. DOERING

/s/ R. D. SWANELL

SOO LINE RAILROAD COMPANY

By /s/ THOMAS M. BECKLEY (S E A L)
Its President and Chief Operating Officer

ATTEST:

By /s/ ARLENE R. HOLMES
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 15th day of MARCH , 1979, Thomas M. Beckley , President and Chief Operating Officer , 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 Chief Operating Officer and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed fo said corporation by its authority.

PARCEL 1

PROJECT 1584-01-21

/s/ SANDRA L. BIEGANEK
Notary Public
(S E A L)

This instrument was drafted by
Soo Line Railraod Company
1508 Soo Line Bldg.
Minneapolis, MN 55402

STATE OF WISCONSIN } ss.
Department of State }
Received this 10 day of May A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 84
Secretary of State

Authorization No. P-167

EASEMENT DEED NO. 81255

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($1,200.00), grants a permanent esement for highway purposes, and for no other use or purpose whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORATION FACILITIES, GRANTEE, over, upon and across the following described real estate situated in the County of Brown, and the State of Wisconsin, to wit:

All that part of the Northwest Quarter of the Southeast Quarter of Section 16, Township 23 North, Range 21 East, described as follows: Beginning at a point 25.60 feet N 89° 06' 18" E of and647.23 feet S 38° 49' 24" E of the center of said Section 16; thence N 39° 44' 21" E 102.03 feet; thence S 28° 49' 24" E 357.09 feet; thence S 39° 44' 21" W 102.03 feet; thence N 38° 49' 24" W 357.09 feet to the point of beginnig.

Said parcel contains 0.82 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 withing 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 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 FEBRUARY, 1979

Signed, Sealed and Delivered in Presence of:

/s/ D. M. JACOBSEN

/s/ LAURA CULBERTSON

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ ROBERT W. MICKEY
Assistant Vice President

Attest /s/ DIANE KOHLER-RAUSCH
Assistant Secretary

(S E A L)

PROJECT ID 1220-05-26

PARCEL 27

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 Diane Kohler-Rausch, 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, Assistnat 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 FEBRUARY, 1979.

/s/ RICHARD S. KNNERLEY
Notary Public, in and for the County Cook
in the State of Illinois

(S E A L)

My Commission Expires: NOVEMBER 8, 1980

This document was drafted by the Chicago and North Western Transportation Company, 400 West Maidson SUreet, Chicago, Illinois 60606

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of May A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 85-26
Secretary of State

Authorization No. P-9645

DEED NO. 81286

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of FOUR HUNDRED AND NO/100----------DOLLARS ($ 400.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

GRANTEE, all interest in the following described real estate situated in the _____ of _____, County of DODGE, and the State of WISCONSIN, to wit:

That part of the northwest one-quarter of Section 18, Township 12 North, Range 13 East, described as follows: Commence at the southwest corner of said northwest one-quarter; thence South 87° 56' 09" East along the south line of said northwest one-quarter 1685.77 feet to the centerline of state Trunk Highway 73; thence North 0° 00' East along said line 482.02 feet; thence North 90° 00' East 50.00 feet to the point of beginning; thence North 5° 42' 38" East 201.00 feet; thence North 12° 54' 07" East 15.94 feet to a southwesterly property line extended of the Chicago and North Western Transportation Company (which line is 93.41 feet southwesterly of, as measured normal to, the centerline of said Transportation Company's main track); thence North 49° 51' 07" West along said line 53.12 feet to the existing east right of way line of State Trunk Highway 73; thence South 0° 00' West along said existing right of way line to the northwesterly line of the Robert's Addition to South Randolph; thence northeasterly along the northwesterly line of Robert's Addition to a point which is 50.00 feet North 90°00' East of said centerline of State Trunk Highway 73; thence North 0° 00' Eist to the point of beginning.

Also, all existing future or potential common law or statutory easements or rights of access between the right of way of the higheay, currently designated as State Trunk Highway 73, and all of the abutting remaining real property of the Grantor, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway; that part of the east one-half of the northwest one-quarter of said Section 18 abutting the east right of way line of State Trunk Highway 73 between the northwesterly line of Robert's Addition

to South Randolph and a line which is 93.41 feet southwesterly of, as measured normal to, the centerline of said Transportation Company's main track.'

Subject to any and all public or private utilities now located on the above described real estate.

THE CONVEYANCE is made by said chicago and North Western Transportation Company, successor Mortgagor, free from the Mortgage Lien, in accordance with the provisions of Section 2, Article VIII of the following instrument, to wit:

Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First National Bank of Chicago, Trustee, dated January 1, 1939, and effective june 1, 1944, as supplemented and amended, 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.

AS FURTHER EVIDENCE of the Chicago and North Western Transportation Company's authorization to make this conveyance, it is hereby certified on behalf of the Company that the land heretofore described, and constituting part of the roadway of said Company, is no longer useful to said Company, and has been retired from use; that the aggregate fair value of all lands sold or otherwise exchanged or disposed of in accordance with the provisions of Section, Article VIII of said instrument above referred to, in the calendar year of 1979, as of the date hereof, including said land heretofore described, is not more than $100,000.00.

DATED this 1st day of MARCH , 19 79 .

Signed, Sealed and Delivered in Presence of:

/s/ PATRICIA ANN SWANSON

/s/ LAURA CULBERTSON

Chicago and North Western Transportation Company

By /s/ ROBERT W. MICKEY,
Assistant Vice President

(S E A L)

ATTEST /s/ DIANE KOHLER-RAUSCH
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 Diane Kohler-Rausch , 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 therin 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 MARCH , 1979.

/s/ RICHARD S. KENNERLEY
Notary Public, in and for the County of Cook in the State of Illinois

(S E A L)

My Commission Expires: NOVEMBER 8, 19780

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of May A. D. 19 79 at 10 o'clock 9 M. and recorded in Vol. 51 of R R M on page 86-87
Secretary of State

THIS Indenture, Made by AHNAPEE AND WESTERN RAILWAY COMPANY, a Corpoartion duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, hereby conveys to the State of Wisconsin, Department of Transportation, Divsion of Transportation Facilitées 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 Kewaunee County, Wisconsin, as follows:

All that land of the owner in the NW ¼ - NE ¼ Section 17, T24N, R24E, described as follows:

Beginning at a point on the northwesterly line of said owners lands 520.36 feet S 43°31'22"E of the north one-quarter corner of said Section 17, being the point of beginning of this parcel; thence along said northwesterly line N 51°33'03" E 369.93 feet; Thence northeasterly along the arc of a 1407.39 foot radius curve to the left 278.11 feet, the chord of which bears N 45°53'24"E 277.66 feet; Thence alongthe north line of STH 54 N88°33'56"E 66.04 feet; Thence southwesterly along the southeasterly line of said owners lands and along the arc of a 1457.39 foot radius curve to the right 331.90 feet, the chord of which bears S 45°01'36"W 331.18 feet; Thence S 51°33'03"W 82.67 feet; thence S 70°32'01"W 95.79 feet; Thence Southwesterly along the arc of a 1080.92 foot radius curve to the left 50.53 feet, the chord of which bears S53°45'25"W 50.52 feet, thence S 52°25'03"W 96.43 feet; Thence S 68°46'55"W 52.11 feet to the point of beginning.

Said parcel contains 0.19 acres, more or less, exclusive of all land previously acquired or now being used for highway purposes.

Reserving, however, unto the grantor its successors and assigns the right to construct, reconstruct, operate, maintain, repair and renew suchof its facilities as are now or such additional 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 thereoffor street or highway purposes.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in Sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in Sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in Sec. 32.20, Wiscnsin, Statutes.

In WITNESS WHEREOF, the said grantor has caused these presents to be signed by , its President, and countersigned by , its Secretary, at McCLOUD, CA, and its corporate seal to be hereunto affixed this 27th day of MARCH , A.D., 1979.

Signed and sealed in Presence of

(S E A L)

AHNAPEE AND WESTERN RAILWAY COMPANY
Corporate name

/s/ Sid Muma
President

CountersignED

/s/ GUIDA COTTINI
Secretary

STATE OF CALIFORNIA) SS
COUNTY OF SISKIYOU)

On MARCH 27 , 1979, before me, the undersigned, a Notary Public in and for the said State, personally appeared SID MUMA , known to me to be the PRESIDENT, and GUIDO COTTINI , Known to me to be the Secretary of THE AHNAPEE AND WESTERN RAILWAY COMPANY the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or aresolution of its board of directors.
WITNESS my hand and official seal.

(S E A L)

/s/ R. D. WETZEL
Notary Public in and for said State

My

My Commission expires May 21, 1982

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of May A. D. 19 79 at 10 o'clock 9 M. and recorded in Vol. 51 of R R M on page 88
Secretary of State

89

Authorization No. P-9645

EASEMENT DEED NO. 81287

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 STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, GRANTEE, over, upon, and across the following described real estate situated in the County of Dodge and the State of Wisconsin, to wit:

That part of the northwest one-quarter of Section 18, Township 12 North, Range 13 East, described as follows:
Commence at the southwest corner of said northwest one-quarter; thence South 87°56' 09" East along the south line of said northwest one-quarter 1685.77 feet to the centerline of State Trunk Highway 73; thence North 0°00' East along said line 792.52 feet to the point of beginning; thence North 49° 51' 07" West along the Southwesterly property line of the Chicago and North Western Transportation Company, 78.50 feet; thence North 11° 17' 39" West, 240.65 feet to the northeasterly property line of said company; thence South 49° 51' 07" East along said line 142.17 feet to the centerline of state Trunk Highway 73; thence North 0° 50' 14" East along said line 161.56 feet; thence south 49° 51' 07" East 42.65 feet to the east right of way line of State Trunk Highway 73; thence South 0° 50' 14" West along said line 202.39 feet to the northeasterly property line of the Chicago and North Western Transportation Company; thence South 49° 51' 07" East along said line 99.52 feet; thence South 12°54' 07" West 161.49 feet to the southwesterly property line of said Transportation Company (which is 93.41 feet southwesterly of, as measured normal to, the centerline of said Transportation Company's main track); thence North 49° 51' 07" West along said line 96.29 feet to the centerline of State Trunk Highway 73; thence North 8° 00' East along said centerline 32.70 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 ot 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, construction, 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 MARCH, 1979.

Signed, Sealed and Delivered in Presence of:

/s/ PATRICIA ANN SWANSON

/s/ LAURA CULBERTSON

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ ROBERT W. MICKEY
Assistant Vice President

ATTEST /s/ DIANE KOHLER-RAUSCH
Assistant Secretary

(SEAL)

90

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 Diane Kohler-Rausch, 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, Assistant 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 MARCH 1979.

(SEAL)

/s/ RICHARD S. KENNERLEY
Notary Public, in and for the County of Cook
in the State of Illinois

My Commission Expires: November 8, 1980

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 this 10th day of May A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 89-90
Secretary of State

EASEMENT DEED NO. 81258

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware Corporation, for the consideration of THREE HUNDRED AND NO/100 DOLLARS ($300.00), 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 TRANSPORTATION FACILITIES, GRANTEE, over upon and across the following described real estate situated in the County of Dodge, and the State of Wisconsin, to wit:

That part of the southeast one-quarter of Section 9 and northeast one-quarter of Section 16, all in Township 10 North, Range 15 East, described as follows:

Beginning at a point in the south line of said Section 9 which is 38.82 feet North 89° 22' 47" West of the Southeast corner of said section; thence North 5° 46' 23" East along the Grantor's east property line 60.24 feet; thence North 89° 22' 47" West 100.41 feet; thence South 5° 46' 23" West along the Grantor's West property line 120.49 feet; thence South 89° 22' 47" East 100.41 feet; thence North 5° 46' 23" East along said east line 60.24 feet to the point of beginning.

This parcel contains 0.17 acre, more or less, exclusive of lands previoiusly dedicated or used for road purposes.

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 2nd day of FEBRUARY, 1979.

Signed, Sealed and Delivered in Presence of:

/s/ D. M. JACOBSEN

/s/ LAURA CULBERTSON

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By /s/ ROBERT W. MICKEY
Assistant Vice President

(S E A L)

ATTEST /s/ DIANE KOHLER-RAUSCH
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 Diane Kohler-Rausch, 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, Assistant 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 vountary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrumcent 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 2nd of FEBRUARY, 1979.

(S E A L)

/s/ RICHARD S. KENNERLEY
Notary Public, in and for the County of Cook in the State of Illinois

My Commission Expires: November 8, 1980.

This document was drafted by the Chicago and North W-stern Transporation Company, 400 West Madison Street, Chicago, Illinois 60606,

STATE OF WISCONSIN
Department of State ss.
Received this 10 M day of May A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 90-91
Secretary of State

EASEMENT DEED NO. 81254

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 purposes whatsoever, to the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSPORTATION FACILITIES, GRANTEE, over, upon, and across the following described real estate situated in the County of St. Croix, and the State of Wisconsin, to wit:

A parcel of land in Section 36, Township 29 North, range 16 West, in that part of the Northeast Quarter of the Northwest Quarter thereof described as a strip or corridor 300 feet wide, 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: Beginning at a point on the North line of said Section 36, 241.79 feet S 88° 07'41" E (grid) of the Northwest corner of said Section 36; thence continuing along said North line, S 88° 07' 41" E 9grid) 1077.40 feet; thence S 2° 32' 30" E (grid) 184.07 feet; thence S64° 19' 01" E (grid) 576.20 feet; thence along the arc of a curve, concave Northeasterly, whose radius is 1075.92 feet, and whose cord bears S 71° 11' 40" E (grid) 257.67 feet; thence along the arc of a curve, concave Northerly, whose radius is 1075.92 feet, and whose chord bears S 84° 05' 04" E (grid) 225.40 feet; thence N 88° 14' 21" E (grid) 286.20 feet; thence N 67° 26' 37" E (grid) 93.99 feet to a point on the North-South Quarter line of said Section 36; thence along said Quarter line' S 2° 32' 30" E (grid) 106.43 feet; thence S 67° 26' 37" W (grid) 142.51 feet; thence along the arc of curve, concave Northeasterly, whose radius is 868.51 feet, and whose cord bears N 87° 07' 12" W (grid) 746.01 feet; thence N 61° 41' 00" W (grid) 448.89 feet; thence S 73° 12' 54" W (grid) 85.66 feet; thence N 2° 32' 30" W (grid) 70.69 feet; thence N 61° 41' 00" W (grid) 451.41 feet; thence along the arc of a curve, concave Southwesterly, whose radius is 1095.92 feet and whose chord bears N 75° 15' 31" W (grid) 514.47 feet; thence N 1° 09' 59" E (grid) 17 feet; thence N 88° 50' 01" W (grid) 198.81 feet; thence N 1° 09' 59" E (grid) 28.82 feet to a point on the North line of said Section 36 and 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, maintenance or use of said described real estate or any part thereof for highway purposes.

DATED this 1st day of FEBRUARY, 1979.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

/s/ D. M. JACOBSEN

By /s/ ROBERT W. MICKEY
Assistant Vice President

/s/ LAURA CULBERTSON

(SEAL)

Attest /s/ DIANE KOHLER-RAUSCH
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 Diane Kohler-Rausch , 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, Assistant 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 ~~order~~ of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and vountary 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 FEBRUARY , 1979.

(SEAL)

/s/ RICHARD S. KENNERLEY
Notary Public, in and for the County of Cook in the State of Illinois

My Commission Expires: November 8, 1980

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

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of May A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 92-93
Secretary of State

SATISFACTION AND DISCHARGE
OF MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Grand Trunk Western Railroad Company a corporation organized existing under the laws of the State of Michigan and Idiana (hereinafter called "GTW"), did execute and deliver a Mortgage Deed, dated September 15, 1959, to canadian National Railway Company in and by which it mortgaged certain property described therein to secure the payment of a debt described therein;

WHEREAS, said Mortgage Deed was recorded in the offices of the Registers of Deeds of certain counties in Michigan, of Recorders of certain counties in Indiana, of the Recorder of Cook County, Illinois, of the Register of Deeds of Milwaukee County, Wisconsin, and of the Secretary of State of Wisconsin, all as set forth in Exhibit A attached hereto and made a part hereof;

WHEREAS, Canadian National Railway Company, for valuable consideration, assigned said Mortgage Deed to Grand Trunk Corporation on January 1, 1972;

WHEREAS, said assignment was recorded in all offices in which the Mortgage Deed was recorded, all as set forth in Exhibit B, attached hereto and made a part hereof;

WHEREAS, GTW has satisfied the debt upon which the Mortgage Deed was given and has requested Grnad Trunk Corporation to acknowledge the satisfaction of the mortgage Deed and to release the estate held thereunder in accordance with the provisions of the Mortgage Deed.

NOW, THEREFORE, Grand Trunk Corporation does hereby acknowledge the satisfaction of said Mortgage Deed and does hereby remise, release, convey and quit claim unto Grand Trunk Western Railroad Company, the estate held under the terms of the Mortgage Deed and hereby consents that said Mortgage Deed be discharged of record.

IN WITNESS WHEREOF, Grand Trunk Corporation has caused this Satisfaction and Discharge of Mortgage Deed to be signed in its name by its President, and its corporate seal to be affixed and attested to by its Assistant Secretary this 1st day of MARCH , 1979.

WITNESSES:

GRAND TRUNK CORPORATION
131 West Lafayette Boulevard
Detroit, Michigan 48226

(SEAL)

/s/ VIRGINIA H. CZARNIK

/s/ JOHN H. BURDAKIN

/s/ L. E. FITZPATRICK

/s/ E. G. FONTAINE

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 1st day of MARCH , 1979, before me, a Notary Public, in and for the State of Michigan, personally appeared John H. Burdakin and E. G. Fontaine, jointly, who being by me duly sworn, say that they are the President and the Assistant Secretary, respectively, of Grand Trunk Corporation, the corporation named in and which executed the within instrument and the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said John H. Burdakin and E. G. Fontaine acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

/s/ J. ISABELLE MATUSKO
Notary Public, County of Oakland
State of Michigan

This instrument was drafted by:
Mary P. Sclawy
131 W. Lafayette Boulevard
Detroit, Michigan 48226
962-2260

EXHIBIT A

LIBER 360 PAGE 771 IONIA COUNTY
LIBER 468 PAGE 679 LAPEER COUNTY
LIBER 442 PAGE 260 ST. JOSEPH COUNTY, MICH.

Recording Record of the Mortgage Dead between G.T.W.R.R. Co. and C.N.R. Co.

LIBER 3092 PAGE 35 MACOMB COUNTY

County	Register of Deeds Office At:		Recording Reference Date	Pages	Liber of Mortgages	Recorded On Counterpart No.	Recording Fee
Bay	Bay City	Mich.	10-19-59	530-531	490	1	2.25
Calhoun	Marshall	"	10-19-59	621-622	Book 480	2	2.25
Cass	Cassopolis	"	10-19-59	497-498	189	3	2.25
Clinton	St. Johns	"	10-23-59	316-317	228	4	2.25
Eaton	Charlotte	"	10-30-59	68-69	252	2	2.25
Genesee	Flint	"	10-30-59	48-49	1255	3	2.25
Gratiot	Ithaca	"	10-30-59	428-429	218	1	2.25
Huron	Bad Axe	"	11- 5-59	88-89	228	3	2.25
Ingham	Mason	"	11-12-59	944-945	777	1	2.25
Ionia	Ionia	"	11-10-59	325-326	283	2	2.25
Jackson	Jackson	"	11-10-59	191-192	464	4	2.25
Kalamazoo	Kalamazoo	"	11-13-59	446-447	531	3	2.25
Kent	Gd. Rapids	"	11-24-59	936-937	1508	1	2.25
Lapeer	Lapeer	"	11-24-59	43-44	218	2	2.25
Livingston	Howell	"	11-24-59	113-114	363	3	2.25

Macomb	Mt. Clemens	"	11-24-59	145-146	1132	4	2.25
Montcalm	Stanton	"	12- 2-59	937-938	203	1	2.25
Muskegon	Muskegon	"	12- 7-59	162-163	540	3	2.25
Oakland	Pontiac	"	12- 3-59	863-864	4030	4	2.25
Ottawa	Gd. Haven	"	12-29-59	133-134	318	4	2.25
Saginaw	Saginaw	"	12- 7-59	91-92	635	1	2.25
Saginaw	Saginaw	"	12- 8-59	141-142	635	2	2.25
Shiawasee	Corunna	"	12-10-59	288-289	305	4	2.25
Sanilac	Sandusky	"	12-14-59	4-5	258	1	2.25
St. Clair	Pt. Huron	"	12-14-59	495-496	518	2	2.25
Tuscola	Caro	"	12-16-59	354-355	219	3	2.25
Wayne	Detroit	"	12-18-59	656-657	14115	4	2.25
St. Joseph	Centreville	"	12-24-59	609-610	215	2	2.25
					Vol. of R.R. Mtge.		
Secretary of State	Madison, Wisconsin		12-24-59	585	46	1	1.00
					Vol. of Mtge.		
Milwaukee	Milwaukee	"	1-11-60	494-496	4157	3	3.00
Recorder of Deeds							
Cook	Chicago	Illinois	1-29-60	17-770-328		3	4.30
					Book		
Lake	Crown Point	Indiana	1- 5-60	464-465	1310	4	2.50
LaPorte	LaPorte	"	1- 5-60	139-140	391	2	2.00
Porter	Valparaiso	"	1-16-60	138-139	166	1	2.00
St. Joseph	South Bend	"	1-16-60	630-631	743	4	2.30
						TOTAL	$77.85

24883103
COOK COUNTY

EXHIBIT A

EXHIBIT B

LIBER 360 PAGE 772 IONIA COUNTY

LIBER 468 PAGE 680 LAPEER COUNTY

LIBER 442 PAGE 261 ST. JOSEPH COUNTY, MICH.

LIBER 3092 PAGE 36 MACOMB COUNTY

Recording References for the Assignment of G.M. Rly. Co. Mortgage from G.T.W.R.R. Co. and G.T. Corp.

County	Register of Deeds Office At:		Recording Reference Date	Pages	Liber of Mortgages	Recorded On Counterpart No.	Recordin Fee
Bay	Bay City	Mich.	3- 6-72	221-225	674	2	$ 6.00
Calhoun	Marshall	"	2-29-72	777-781	985	2	6.00
Cass	Cassopolis	"	3-29-72	800-803	340	1	6.00
Clinton	St.Johns	"	4-11-72	871-875	264	1	6.00
Eaton	Charlotte	"	4-18-72	486-489	449	1	6.00
Genessee	Flint	"	4-26-72	814-818	1750	1	6.00
Gratiot	Ithaca	"	5- 1-72	488-492	267	2	6.00
Huron	Bad Axe	"	5- 3-72	429-433	267	1	6.00
Ingham	Mason	"	5- 9-72	162-166	1072	2	6.00
Ionia	Ionia	"	5- 9-72	811-814A	332	1	6.00
Jackson	Jackson	"	5-17-72	948-952	840	2	6.00
Kalamazoo	Kalamazoo	"	5-23-72	1232-1236	891	1	6.00
Kent	Grand Rapids	"	5-23-72	369-373	1755	2	6.00
Lapeer	Lapeer	"	5-31-72	646-650	362	2	6.00
Livingston	Howell	"	6- 5-72	437-440	604	1	6.00
Macomb	Mt. Clemens	"	4-18-72	115-119	2279	2	6.00
Montcalm	Stanton	"	3-15-72	190-194	462	2	6.00
Muskegon	Muskegon	"	6- 9-72	920-924	987	2	6.00
Oakland	Pontiac	"	3-17-72	418-422	5833	2	6.00
Ottawa	Grand Haven	"	3-15-72	554-558	644	1	6.00
Saginaw	Saginaw	"	6-16-72	759-763	1368	1	6.00
Shiawassee	Corunna	"	6-19-72	414-418	382	2	6.00
Sanilac	Sandusky	"	6-22-72	524-528	311	1	6.00
St. Clair	Port Huron	"	6-27-72	890-895	644	2	6.00
Tuscola	Caro	"	7-12-72	481-485	267	1	6.00
Wayne	Detroit	"	7- 5-72	599-604	18113	2	6.00
St. Joseph	Centreville	"	7-11-72	363-367	359	2	6.00
					Vol. of R.R. Mtge.		
Secretary of State	Madison, Wisconsin		1-31-72	687-689	49	1	2.00
					Image Reel		
Milwaukee	Milwaukee	"	2-17-72	407-411	636	2	6.00

Recorder of Deeds							
Cook	Chicago	Illinois	3-29-72	Doc.No. 21-850-255		2	7.10
Lake	Crown Point	Indiana	3-23-72	Doc.No. - 141524		1	6.00
LaPorte	LaPorte	"	3- 8-72	Doc.No. - 72-01999		1	6.00
				Pages	Liber of Mtge.		
Porter	Valparaiso	"	2-25-72	221	273	1	6.00
St. Joseph	South Bend	"	2-16-72	568-571	1047	1	6.00
						TOTAL	$201.10

STATE OF WISCONSIN) ss.
Department of State

Received this 14th day of May A. D. 19 72 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 93-96

Sol Pluss
Secretary of State

24883103
COOK COUNTY

EXHIBIT B

DEED NO. 81147

THE GRANTOR, CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of TWO HUNDRED EIGHTY TWO THOUSAND AND NO/100------ ----------DOLLARS ($282,000.00), conveys and quitclaims to STATE OF WISCONSIN (DEPARTMENT OF TRANSPORTATION)

GRANTEE, all interest in the following described real estate situated in the Counties of MONROE and LA CROSSE, and the State of WISCONSIN, to wit:

IN TOWNSHIP 17 NORTH, RANGE 3 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF ANGELO, MONROE COUNTY, WISCONSIN:

A strip of land 200 feet in width extending over and across the Southeast Quarter of the Northeast Quarter, and the Southeast Quarter, of Section 8, said strip of land being 100 feet in width on each side of the center line of the main track (now removed) of the Milwaukee, Sparta and North 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 8.

ALSO:
A Northeasterly-Southwesterly strip of land 66 feet in width lying Northwesterly of and adjoining said above described 200 foot-wide strip of land in the Southeast Quarter of said Section 8, and lying Southwesterly of the Southwesterly line of the Northwesterly-Southeasterly public highway extending across the Northeast Quarter of the Southeast Quaeter of said Section 8.

ALSO:
A strip of land 100 feet in width extending over and across the Northwest Quaeter of the Northeast Quarter, and the Northwest Quarter, of Section 17; the Southeast Quarter of Section 18; the Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Northwest Quaeter, of Section 19, said strip of land being 50 feet in width on each side of the centerline of the main track (now removed) of said Transportation Company, as originally located and established over and across said Sections 17, 18, land 19.

ALSO:
That part of the Northwest Quarter of the Southwest Quarter of said Section 17 lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from said original main track centerline.

ALSO:
That part of the Southeast Quarter of the Northwest Quarter of said Section 19, lying between lines parallel with and distant 50 feet Northwestly and 50 feet Southeasterly, measured at right angles, from said original main track centerline, and lying Northeasterly of a line drawn at right angles to said center line at a point thereon distant 435 feet Northeasterly from its intersection with the West line of said Quarter-Quarter Section.

IN TOWNSHIP 17 NORTH, RANGE 4 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF SPARTA, MONROE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, and the North Half of the Southwest Quarter, of Section 27; the South Half of the Southwest Quarter and the Southeast Quarter of Section 28; the Southeast Quarter of the Southeast Quarter of Section 29; the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the North Half of the Southwest Quarter, of Section 31; the North Half of the Northeast Quarter, and the Northwest Quarter of Section 32, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) 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 over and across said Sections 27, 28, 29, 31, and 32.

ALSO:
A strip of land 100 feet in width extending over, and across part of the Southeast Quarter of the Northeast Quarter of said Section 27, said strip of land being 50 feet in width on each side of said original main track center line, and lying southwesterly of a line drawn at right angles to said center line at a point thereon distant 160 feet Southwesterly from its intersection with East line of said Section 27.

IN TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF BANGOR, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width, extending over and across the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 2; the Northeast Quarter, the South Hlaf of the Northwest Quarter, and the North Half of the Southwest Quarter, of Section 3: the Northeast Quarter of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 4; the North Haif of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 5; the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northeast Quarter of the Southeast 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 Chicago and North Western Railway Company (now the Chicago and North Western Transportation Compa;ny), as said main track center line was originally located and established over and across said Sections 2, 3, 4, 5 and 6.

ALSO:
That part of the Northwest Quarter of the Southwest Quarter of said Section 4, bounded and described as follows: Beginning at the intersection of the East Line of said Quarter-Quarter Section and the Southerly line of James Street; thence Westerly along said Southerly line of James Street a distance of 235 feet, more or less, to a point on the Northerly extension of the West line of Park Boulevard; thence Southerly along said West line, extended, of Park Boulevard, 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 said main track was located prior to its removal; thence Westerly parallel with said (former) main track center line a distance of 700 feet, more or less, to a point on the Southerly extension of the East line of Johnson Street; thence Northerly along said East line, extended, of Johnson Street, to a point on the Southerly line of said james STreet; thence Westerly along said Southerly line of James Street a distance of 275 feet, more or less, to a point on the Westerly line of a tract of land as described by Warranty Deed dated December 9, 1874, between David J. James and the Chicago and North Western Roilway Company, recorded December 9, 1874, in the Register's Office of La Crosse County in Volume 45 of Deeds at page 272; thence Southerly along the Westerly line of said tract of land described by deed dated December 9, 1874, to a point distant 50 feet Northerly, measured radially, from said original main track center line; thence Westerly parallel with said original main track center line a distance of 100 feet more or less, to a point on the West line of said Section 4; thence Southerly along said West line of Section 4 to a point distant 50 feet Southerly, measured radially, from said original main track center line; thence Easterly parallel with said original main track center line a distance of 100 feet more or less, to a point on the Westerly line of said tract of land described by deed dated December 9, 1874; thence Southerly along the Westerly line of said tract of land to a point distant 86 feet Southerly, measured radially, from said original main track center line; thence Easterly parallel with said original main track center line a distance of 1,200 feet, more or less to apoint on the East line of said Quarter-Quarter Section; thence Northerly along said East line a distance of 172 feet, more or less, to the point of beginning.

IN TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF HAMILTON, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and across: the South Half of the North Half of Section 1; the South Half of the Northeast Quarter of Section 2; the Southwest Quarter of Section 4; Government Lot 6 of Section 5; Government Lots 4 and 5 of Section 7; Government Lots, 1,2,3, and 8, the Northeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northwest Quarter, of Section 8; Government Lots 3, 4, and 6, the Northeast Quarter of the Northeast

Quarter, and the Southwest Quarter of the Northeast Quarter, of Section

18, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) 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 over and across said Sections 1, 2, 4, 5, 7, 8, and 18.

ALSO:
A strip of land 100 feet in width extending over and across part of the Southeast Quarter of the Northwest Quarter of said Section 2, said strip of land being 50 feet in width on each side of said original main track center line, and lying Easterly of a line drawn at right angles to said center line at a point thereon distant 709 feet Westerly from its intersection with the east line of the Northwest Quarter of said Section 2.

ALSO:
A strip of land 100 feet in width extending over and across part of the Northwest Quarter of the Southeast Quarter of said Section 4, said strip of land being 50 feet in width on each side of said original main track center line, and lying Westerly of a line drawn at right angles to said center line at a point thereon distant 101 feet Easterly from its intersection with the West line of the Southeast Quarter of said Section 4.

ALSO:
A Northeasterly-Southwesterly strip of land, 20 feet in width, lying Southeasterly of and adjoining said above described 100 foot-wide strip of land in the North Half of the Southwest Quarter of said Section 4, and extending Southwesterly from the East line of said Southwest Quarter a distance of 1,700 feet, as measured along the Northwesterly line of said 20 foot wide strip of land.

ALSO:
A Northeasterly-Southwesterly strip of land, 25 feet in width, lying Southeasterly of and adjoining said above described 100 foot-wide strip of land in the Southwest Quarter of the Southwest Quarter of said Section 4, and the Southeast Quarter of the Southeast Quarter of said Section 5, and extending Southwesterly from the North line of the Southwest Quarter of the Southwest Quarter of said Section 4 a distance of 1,500 feet, as measured along the Northwesterly line of said 25 foot-wide strip of land.

IN TOWNSHIP 16 NORTH, RANGE 7 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF MEDARY, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and aeross Government Lots 5, 6, 7, and 8 of Section 13; Government lots 6 and 9, the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northwest Quarter, of Section 14; Government Lots 3 7, and 8, and the Northeast Quarter of the Southeast Quarter, of Section 15 (lying Southeasterly of the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company), said strip of land being 50 feet in width on each side of the center line of the main track (now removed) 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 over and across said Sections 13, 14, and 15.

ALSO:
A Northeasterly-Southwesterly strip of land, 20 feet in width, lying Southeasterly of and adjoining said above described 100 foot-wide strip of land in Government Lots 7 and 8 in said Section 15, and extending Northeasterly from the West line of the East 29 Acres of said Governemetn Lot 7 a distance of 1, 367 feet, as measured along the Northwesterly line of said 20 foot-wide strip of land.

IN TOWNSHIP 17 NORTH, RANGE 5 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF BURNS, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and across: the South Half of the Southeast Quarter of Section 35; the Southwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 36, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Chicago and North Western Railway Company (now the Chciago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections 35 and 36.

ALSO:
That part of the West Half of the Southeast Quarter of said Section 36, bounded and described as follows: Beginning at a point on the West line of said Southeast Quarter, distant 50 feet Southeasterly, measured at right angles, from said original main track center line; thence Southerly along said West line a distance of 53 feet; thence Northeasterly parallel with said original main track center line a distance of 1,400 feet, more or less, to a point on the East line of the West Half of the Southeast Quarter of said Seciton 36; thence Northerly along said East line a distance of 160 feet, more or less, to a point distance 50 feet Northwesterly, measured at right angles,from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 1,400 feet, more or less to a point on the West line of the Southeast Quarter of said Section 36; thence Southerly along said West line a distance of 104 feet, more or less, to the point of beginning. Except-

ing

ing therefrom (or subject to) a tract of land described by Easement Deed dated February 13, 1951, between the Chicago and North Western Railway Company and the Village of Rockland.

Together with and including all of the Grantor's right, title and interest in and to all bridges and culverts presently located upon the above described real estate, excepting therefrom, Grantor's overhead trestle street Brdge No. 615-3/4 in Bangor, Wisconsin.

Subject to:

(1) All taxes or special assessments, if any.

(2) Roads and highways, if any.

(3) All public or private utilities now located on the above described real estate.

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.

DATED this 17th day of NOVEMBER, 1978.

Signed, Sealed and Delivered in Presence of:

/s/ Loretta Lisowski

/s/ JANET A. PILLOW

Chicago and North Western Transportation Company

(SEAL)

By /s/ ROBERT W. MICKEY
Assistant Vice President

Attest /s/ DIANE KOHLER-RAUSCH
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH, 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 instrumetn is the seal of said corporation; and that said corporation executed said instrument for the uses and purporses 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 17th of NOVEMBER, 1978.

(SEAL)

/s/ RICHARD S. KENNERLEY
Notary Public in and for the County of Cook in the State of Illinois

STATE OF WISCONSIN)
Department of State) ss.
Received this 17th day of May A. D. 19 79 at 10 o'clock 9 M. and recorded in Vol. 51 of RR M on page 96-99

Secretary of State

My Commission Expires: NOVEMBER 8,1980

Resolution Dated
August 10, 1976

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 Counties of Monroe and La Crosse, and the State of Wisconsin----------

and described as follows, to wit:

IN TOWNSHIP 17 NORTH, RANGE 3 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF ANGELO, MONROE COUNTY, WISCONSIN:

A strip of land 200 feet in width extending over and across the Southeast Quarter of the Northeast Quarter, and the Southeast Quarter, of Section 8, said strip of land being 100 feet in width on each side of the center line of the main track (now removed) of the Milwaukee, Sparta and North 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 8.

ALSO:
A Northeasterly-Southwesterly strip of land 66 feet in width lying nOrthwesterly of and adjoining said above described 200 foot-wide strip of land in the Southeast Quarter of said Section 8, and lying Southwesterly of the Southwesterly line of the Northwesterly-Southeasterly public highway extending across the northeast Quarter of the Southeast Quarter of said Section 8.

ALSO:
A strip of land 100 feet in width extending over and across the Northwest Quarter of the Northeast Quarter, and the Northwest Quarter, of Section 17; the Southeast Quarter of Section 18; the Northwest Quarter of the Northeast Quarter, and the Northeast Quarterof the Northwest 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 said Transportation Company, as originally located and established over and across said Sections 17, 18, and 19.

ALSO:
That part of the Northwest Quarter of the Southwest Quarter of said Section 17 lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from said original main track center line;

ALSO:
That part of the Southeast Quarter of the Northwest Quarter of said Section 19, lying between lines parallel with and distant 50 feet Northwestly and 50 feet Southeasterly, measured at right angles, from said original main track center line, and lying Northeasterly of a line drawn at right angles to said center line at a point thereon distant 435 feet Northeasterly from its intersection with the West line of said Quarter-Quarter Section.

IN TOWNSHIP 17 NORTH, RANGE 4 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF SPARTA, MONROE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, the Soujtheast Quarter of the Northwest Quarter, and the North Half of the Southwest Quarter, of Section 27, the South Half of the Southwest Quarter and the Southeast Quarter of Section 28; the Southeast Quarter of the Southeast Quarter of Section 29; the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the North Half of the Southwest Quarter, of section 31; the North Half of the Northeast Quarter, and the Northwest Quarter of Section 32, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) 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 over and across said sections 27, 28, 29, 31, and 32.

ALSO:

A strip of land 100 feet in width extending over, and across part of the Southeast Quarter of the Northeast Quarter of said Section 27, said strip of land being 50 feet in width on each side of said original main track center line, and lying Southwesterly of a line drawn at right angles to said center line at a point thereon distant 160 feet Southwesterly from its intersection with the East line of said Section 27.

IN TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF BANGOR, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width, extending over and across the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 2; the Northeast Quarter, the South Half of the Northwest Quarter, and the North Half of the Southwest Quarter, of Section 3: the Northeast Quarter of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 4; the North Half of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 5; the South Half of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 6, said strip of land being 50 feet inwidth on each side of the center line of the main track (now removed) 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 over and across said Sections 2, 3 , 4, 5, and 6.

ALSO:
That part of the Northwest Quarter of the Southwest Quarter of said Section 4, bounded and described as follows: Beginning at the intersection of the East line of said Quarter-Quarter Section and the Southerly line of James Street; thence Westerly along said Southerly line of Jmes Street a distance of 235 feet, more or less, to a point on the Northerly extension of the West line of Park Boulevard; thence Southerly along said West line, extended, of park Boulevard, 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 said main track was located prior to its removal; thence Westerly parallel with said (former) main track center line a distance of 700 feet, more or less, to apoint on the Southerly extension of the East line of Johnson Street; thence Northerly along said East line, extended, of Johnson Street, to a point on the Southerly line of said James Street; thence Westerly along said Southerly line of James Street a distance of 275 feet, more or less, to a point on the Westerly line of a tract of land as described by Warranty Deed dated December 9, 1874, between David J. James and the Chicago and North Western Railway Company, recorded Decmber 9, 1874, in the Register's Office of La Crosse County in Volume 45 of Deeds at page 272; thence Southerly along the Westerly line of said tract of land described by deed dated December 9, 1874, to a point distant 50 feet Northerly, measured radially from said original maintrack center line; thence Westerly parallel with said original main track center line a distance of 100 feet, more or less, to a point on the West line of said Section 4; thence Southerly along said West line of Section 4 to a point distant 50 feet southerly, measured radially, from said original main track center line; thence Easterly parallel with said original main track center line a distance of 100 feet more or less, to a point on the Westelry line of said tract of land described by deed dated Decmber 9, 1874; thence Southerly along the Westerly line of said tract of land to a point distant 86 feet Southerly, measured radially, from said original main track center line; thence Easterly parallel with said original main track center line a distance of 1,200 feet, more or less to a point on the East line of said Quarter-Quarter Section; thence Northerly along said East line a distance of 172 feet, more or less, to the point of beginning.

IN TOWNSHIP 16 NORTH, RANGE 6 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF HAMILTON, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and across: the South Half of the North Half of Section 1; the South Half of the Northeast Quarter of Section 2; the Southwest Quarter of Section 4; Government Lot 6 of Section 5; Government Lots 4 and 5 of Section 7; Government Lot 1, 2, 3, and 8, the Northeast Quarter of the Northwest Quarter, and the Southwest Quarter of the Northwest Quarter, of Section 8; Government Lots 3, 4, and 6, the Northeast Quarter of the Northeast Quarter, and the Southwest Quarter of the Northeast Quarter, of Section 18, said strip of land being 50 feet in width on each side of thecenter line of the main track (now removed) of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centr line was originally located and established over and across said Sections 1, 2, 4, 5, 7, 8, and 18.

ALSO:
A strip of land 100 feet in width extending over and across part of the Southeast Quarter of the Northwest Quarter of said Section 2, said strip of land being 50 feet in width on each side of said original main track center line, and lying Easterly of a line drawn at right angles to said center line at a point thereon distant 709 feet Westerly from its intersection with the East line of the Northwest Quarter of said Section 2.

ALSO:
A strip of land 100 feet in width extending over and across part of the Northwest Quarter of the Southeast Quarter of said Section 4, said strip of land being 50 feet in width on each side of said original main track center line, and lying Westerly of a line drawn at

right angles to said center line at a point thereon distant 101 feet Easterly from its intersection with the west line of the Southeast Quarter of said Section 4.

ALSO:
A Northeasterly-Soathwesterly strip of land, 20 feet in width, lying Southeasterly of and adjoining said above described 100 foot-wide strip of land in the North Half of the Southwest Quarter of said Section 4, and extending Southwesterly from the East line of said Southwest Quarter a distance of 1, 700 feet, as measured along the Northwesterly line of said 20 foot wide strip of land.

ALSO:
A Northeasterly-Southwesterly strip of land, 25 feet in width, lying Southeasterly of and adjoining said above described 100 foot-wide strip of land in the Southwest Quarter of the Southwest Quarter of said Section 4, and the Southeast Quarter of the Southeast Quarter of said Section 5, and extending Southwesterly from the North line of the Southwest Quaeter of the Southwest Quarter of said Section 4 a distance of 1,500 feet, as measured along the Northwesterly line of said 25 foot-wide strip of land.

IN TOWNSHIP 16 NORTH, RANGE 7 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF MEDARY, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and across Government Lots 5, 6, 7, and 8 of Section 13, Government Lots 6 and 9, the Southwest Quarter of the Northeast Quarter, and the Southeast Quaeter of the Torthwest Quarter, of Section 14; Government Lots 3, 7, and 8, and the Northeast Quarter of the Southeast Quarter, of Section 15 (lying Southeasterly of the Southeasterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company), said strip of land being 50 feet in width on each side of the center line of the main track (now removed) 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 over and across said SEction 13, 14, and 15.

ALSO:
A Northeasterly-Soathwesterly strip of land, 20 feet in width, lying Southeasterly of and adjoining said above described 100 foot-wide strip of land in Government Lots 7 and 8 in said Section 15, and extending Northeasterly from the West line of the East 29 Acres of said Government Lot 7 a distance of 1,367 feet, as measured along the Northwesterly line of said 20 foot-wide strip of land.

IN TOWNSHIP 17 NORTH, RANGE 5 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF BURNS, LA CROSSE COUNTY, WISCONSIN:

A strip of land 100 feet in width extending over and across: the Soujth Half of the Southeast Quarter of Section 35; the Southwest Quarter, and the Northeast Quarter of the Southeast Quarter, of Section 36, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) 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 over and across said Sections 35 and 36.

ALSO:
That part of the West Half of the Southeast Quarter of said Section 36, bounded and described as follows: beginning at a point on the West line of said Southeast Quarter, distant 50 feet Southeasterly, measured at right angles, from said original majn track center line; thence Southerly along said West line a distance of 53 feet; thence Northeasterly parallel with said original main track center line a distance of 1,400 feet, more or less, to a point on the East line of the West Half of the Southeast Quarter of said Section 36; thence Northerly along said East line a distance of 160 feet, more or less, to a point distant 50 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said original main track center line a distance of 1,400 feet, more or less to a point on the West line of the Southeast Quarter of said Section 36; thence Southerly along said West line a distance of 104 feet, more or less, to the point of beginning. Excepting therefrom (or subject to) a tract of land described by Easement Deed dated February 13, 1951, between the Chicago and North Western Railway Company and the Village of Rockland.

T 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 Assitant Secretary this 8th day of FEBRUARY , A.D., Nineteen Hundred and Seventy-Nine.

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

By /s/ J. R. GRIMES
Vice President

(S E A L)

ATTEST:

/s/ J. H. SCHMELTZER
Trust Officer

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

/s/ R. E. SCHUTEN

/s/ R. C. KECH

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, C. SZARZYNSKI 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 J. H. SCHMELTZER 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 J. H. SCHELTZER 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 instrumetn 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 8th day FEBRUARY A.D., Nineteen Hundred and Seventy-Nine.

(S E A L)

/s/ C. SZARZYNSKI
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois

My commission as such
Notary Public Expires: NOVEMBER 23, 1981

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

STATE OF WISCONSIN } ss.
Department of State
Received this 17th day of May A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 100-103
Secretary of State

DEED NO. 81332

Resolution Dated
August 10, 1976

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois for the consideration of FIFTY FIVE THOUSAND NINE HUNDRED SIXTY SEVEN AND NO/100-----

----------DOLLARS

($ 55,967.00), conveys and quitclaims to STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

GRANTEE, all interest in the following described real estate situated in the COUNTIES of TREMPEALEAU, BUFFALO AND MONROE CO. , and the State of WISCONSIN to wit:

IN TOWNSHIP 18 NORTH, RANGE 9 WEST AND IN TOWNSHIP 18 NORTH, RANGE 10 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TREMPEALEAU COUNTY, WISCONSIN:

A parcel of land in Township 18 North, Range 9 West, Section 22 in the Southwest Quarter of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Northeast Quarter of the Southwest Quarter, northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northwest Quarter and in Section 21 in the Southeast Quarter of the Northeast Quaeter, Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, Northwest Quarter of the Northwest Quarter and in Section 16 in the Southeast Quarter of the Southwest Quarter, Southwest Quarter of the Southwest Quarter and in Section 17 in the Southeast Quarter of the Southeast Quarter, Sou-thwest Quarter of the Southeast Quarter, Northwest Quarter,of the Southeast Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southwest Quarter, Southeast Quarter of the Northwest Quarter, Southwest Quarter of the Northwest Quarter and in Section 18 in the Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter and in Section 7 in the Southwest Quarter of the Southeast Quarter, Southeeast Quarter of the Southwest Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, and in Township 18 North, Range 10 West in Section 12 in the Wouthеast Quarter of the Northeast Quarter, Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter and in Section 1 in the Southwest Quarter of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, and in Section 2 in the Southeast Quarter of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Qaurter and in Government Lot 2 thereof located from a reference line described as follows:

Commencing at a point located S 20° -04' -50"W 238.54 feet from the south one-quarter corner of Section 16, Township 18 North, Range 9 West thereof, said point of commencement being on a curve concave to the southwest and having a radius of 2864.79 feet, the radius at said point of commencement bearing S 20°-04'-50"W, thence southeasterly along said curve 674.51 feet, thence S 56°-25'-46"E 3483.03 feet to the point of a curve concave to the southwest and having a radius of 2864.79 feet, thence southeasterly along said curve 949.09 feet, thence S 37° 26' 51"E 2391.59 feet to the point of beginning; thence N 37° 26' 51"W 2391.59 feet to the point of a curve concave to the southwest and having a radius of 2864.79 feet, thence northwesterly along said curve 949.09 feet, thence N 56° 25' 46"W 3483.03 feet to the point of a curve concave to the southwest and having a radius of 2864.79 feet, thence northwesterly along said curve 1365.71 feet, thence N 83° 44' 36" W 849.08 feet to the point of a curve concave to the northeast and having a radius of 5729.6 feet, thence northwesterly along said curve 1596.36 feet, thence N 67° 46' 47"W 819.39 feet to the point of a curve concave to the northeast and having a radius of 5729.6 feet, thence northwesterly along said curve 2245.67 feet, thence N 45° 19' 23" W 2221.76 feet to the point of a curve concave to the southwest and having a radius of 4774.65 feet, thence northwesterly along said curve 842.94 feet, thence N 55° 26' 18"W 667.10 feet to the point of a curve concave to the southwest and having a radius of 2864.79 feet, thence northwesterly along said curve 925.97 feet, thence N 73° 57' 28"W 129.93 feet to the point of a curve concave to the northeast and having a radius of 2864.79 feet, thence northwesterly along said curve 1794.86 feet, thence N 38° 03' 38" W 2571.38 feet to the point of a curve concave to the southwest and having a radius of 5208.7 feet, thence northwesterly along said curve 1159.53 feet, thence N 49° 39' 21"W 2367.61 feet to the point of a curve concave to the northeast and having a radius of 5729.6 feet, thence northwesterly along said curve 808.72 feet, thence N 41° 34' 08" W 2644.88 feet to the point of a curve concave to the southwest and having a radius of 3819.7 feet, thence northwesterly along said curve 1609.17 feet, thence N 65° 42' 23" W 4735.24 feet to the center of the Trempealeau river.

Said parcel being a uniform 100 feet in width, 50 feet lying to either side of the reference line except in the West Half of the Southwest Quarter of the northwest Quarter, Section 22, Township 18 North, Range 9 West, where the parcel is 75 feet wide, 50 feet lying to the northeast and 25 feet to the southwest of the reference line.

Said parcel contains 83.16 acres, more or less. Intending to convey all that land of the Chicago and North Western Transportation Company between Railroad Station 7718+26 and 8080+50.

IN TOWNSHIP 18 NORTH, RANGE 10 WEST AND IN TOWNSHIP 19 NORTH, RANGE 10 WEST OF THE FOURTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, WISCONSIN:

A parcel of land in Township 18 North, RRnge 10 West, Section 3 in the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, and Northwest Quarter of the Northwest Quarter; Section 4 in Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, and Northwest Quarter of the Northwest Quarter; Section 5 in Northeast Quarter of the Northeast Quarter and Government Lot 2. Also in Township 19 North, Range 10 WEst, Section 31 in Southeast Quarter of the Southeast Quaeter, Government Lot 1, Government Lot 2 and Government Lot 4; Section 32 in Southwest Quarter of the Southwest Quarter, Southeast Quarter of the Southwest Quarter and Southwest Quarter of the Southeast Quarter; Section 34 in Southwest Quarter of the Southeast Quarter.

Said parcel includes that land of the owner contained within the following described traverse: Beginning at a point S 01° 52' 06" W 948.90 feet from the West Quarter corner of Section 31, Township 19 North, Range 10 West, thence S 67° 28' 59" E 925.64 feet to a point, thence S 81° 59' 29" E 810.71 feet to a point, thence S 01° 34' 32" E 93.73 feet to a point, thence S 81° 38' 51" E 276.94 feet to a point, thence S 76° 06' 51" E 595.66 feet ot a point of a curve concave to the northeast and having a radius of 2864.79 feet (from said point the long chord bears S 79° 29' 51" E 338.11 feet) thence along the arc of said curve 338.31 feet to a point, thence S 82° 52' 49" E 1164.76 feet to a point of a curve concave to the north and having a radius of 2864.16 feet (from said point the long chord bears S 86° 16" 37" E 339.45 feet) thence a long the arc of said curve 339.65 feet to a point, thence S 89° 40" 25" E 352.54 feet to a point of a curve concave to the south and having a radius of 2864.79 feet (from said point the long chord bears S 86° 16' 07" E 340.28 feet) thence along the arc of said curve 340.48 feet to a point, thence S 82° 51' 49" E 203.25 feet to a point, thence S 82° 51' 50" E 1819.59 feet to a point, thence N 09° 21' 01" E 8.50 feet to a point of curve concave to the southwest and having a radius of 1432.39 feet (from said point the long chord bears S 76° 05' 15"E 338.02 feet), thence Southeasterly along the arc of said curve right 338.81 feet to a point, thence S 69° 24'05"E 268.50 feet to a point, thence S 15° 12' 38"W 8.00 feet to a point, thence S 69° 13' 57" E 243.07 feet to a point, thence S 69° 24"30"E 580.04 feet to a point of curve concave to the northeast and having a radius of 5729.58 feet (from said point the long chord bears S 76° 28' 30" E 1409.81 feet), thence southeasterly along the arc of said curve left 1424.17 feet to a point, thence N 74° 45' 49" E 131.78 feet to a point, thence S 81° 34'04"E 201.0 feet to a point, thence S 87° 16' 43" E 545.0 feet to a point, thence N 82° 51' 31" E 1280.02 feet to a point, thence S 68° 57' 37" E 760.0 feet to a point, thence S 87° 36' 44" E 509.48 feet to a point, thence N 0° 42' 57" E 117.05 feet to point, thence N 59° 27' 32" E 202.0 feet ot a point, thence S 87° 30' 38" E 200.0 feet to a point, thence S 50° 06' 19" E 214.01 feet to a point, thence S 02° 29' 22" W 96.15 feet to apoint, tence S 87° 36' 45"E 173.57 feet to a point, thence S 0° 35' 00" W 8.25 feet to a point, thence S87° 35' 50" E 378.19 feet to a point, thence N 0° 35' 00" E 8.25 feet to a point, thence S 87° 19' 58" E 310.98 feet to a point of curve concave to the north and having a radius of 5729.58 feet (from said point the long chord bears S 88° 09' 16"E 164.20 feet), thence easterly along the arc of said curve 164.23 feet to a point, thence N 49° 42' 24" E 99.19 feet to a point, thence S 89° 24' 56" E 325.0 feet to a point, thence S 0° 35' 04 " W 58.15 feet to a point, thence N 89° 12' 00" E 2100.79 feet to a point of curve concave to the north and having a radius of 2554.85 feet (from said point the long chord bears N 87° 27' 02" E 139.77 feet) thence northeasterly along the arc of said curve left 139.78 feet to a point, thence N 73° 14' 10" E 140.73 feet to a point of curve concave to the northwest and having a radius of 3699.12 feet (from said point the long chord bears N 75° 33' 45" E 580.55 feet) thence northeasterly along the arc of said curve left 581.15 feet to a point, thence S 18 ° 56' 15" E 33.42 feet to a point of curve concave to the northwest and having a radius of 3863.02 feet (from said point the long chord bears N 67° 11' 57" E 371.37 feet), thence Northeasterly along the arc of said curve left 371.52 feet to a point of curve concave to the No-rthwest and having a radius of 3863.02 feet (from said point the long chord bears N 62° 33' 25" E 276.75 feet), thence northeasterly along the arc of said curve left 277.02 feet to a point of curve concave to the northwest and having a radius of 7294.46 feet (from said point the long chord bears N 59° 16' 26" E 270.79 feet), thence northeasterly along the arc of said curve left 270.80 feet to a point, thence N 63° 24' 31" E 211.24 feet to a point, thence N 58° 55' 44" E 681.83 feet to a point, thence S 20° 01' 37" E 145.44 feet to a point, thence S 43° 53'42" W 184.27 feet to a point of curve concave to the southeast and having a radius of

1110.00 feet (from said point the long chord bears S 66 ° 07' 13" W 260.12 feet), thence southwesterly along the arc of said curve left 260.72 feet to a point, thence S 59° 40' 05" W 834.78 feet to a point of curve concave to the northwest and having a radius of 2864.79 feet (from said point the long chord bears S 61° 47' 28"W 237.88 feet), thence southwesterly along the arc of said curve right 239.96 feet to a point of curve concave to the northwest and having a radius of 2864.79 feet (from said point the long chord bears S 76° 48' 10" W 1251.06 feet), thence southwesterly along the arc of said curve right 1261.23 feet to a point, thence S 89° 24' 54" W 2347 .74 feet to a point thence N 89° 09' 55" W 282.61 feet to a point, thence N 87° 45' 03" W 4742.76 feet to a point of curve concave to the northeast and having a radius of 2864.79 feet (from said point the long chord bears N 79° 45' 28" A 796.63 feet), thence northwesterly along the arc of said curve right 799.27 feet to a point, thence N 71° 45' 54" W 854.62 feet to a point of curve concave to the southwest and having a radius of 5729.58 feet (from said point the long chord bears N 76° 15' 37" W 898.13 feet), thence northwesterly along the arc of said curve left 899.06 feet to a point, thence N 80° 45' 20" W 2112.24 feet to a point, thence S 82° 16' 10" W 49.54 feet to a point, thence N 83° 23' 46" W 1000.0 feet to a point, thence S 61° 36' 44" W 122.07 feet to a point, thence N 83° 23' 46" W 232.0 feet to a point,thence N 24° 13' 34" W 89.19 feet to a point, thence N 83° 23' 46" W 115.0 feet to a point, thence S 06° 36' 14" W 25.0 feet to a point, thence N 83° 23' 46" W 1080.0 feet to a point, thence N 85° 21' 33" W 335.08 feet to a point of a curve concave to the northeast and having a radius of 5729.58 feet (form said point the long chord bears N 75° 39' 43" W 1386.05 feet), thence along the arc of said curve 1388.82 feet to a point, thence S 89° 45' 53" W 345.74 feet to a point, thence N 66° 35' 52" W 683.01 feet to a point, thence N 62° 39' 53" W 65.42 feet to a point, thence N 01° 52' 06" E 331.67 feet to the point of beginning of this traverse.

ALSO: A parcel of land in Township 18 North, range 10 West, Section 2 in Government Lot 1; Section 3 in Government Lot 4 and in Township 19 North, Range 10 West, Section 34 in the Southeast Quaeter of the Southeast Quarter and Section 35 in Government Lot 10 being a uniform 100 feet in width, 50 feet lying to the north and 50 feet lying to the south of the following described reference line:

Commencing at a point located S 0° 08' 57" E 234.90 feet from the south quarter corner of section 34, Township 19 North, Range 10 West; said point being point of a curve concave to the northwest and having a radius of 2814.79 feet (from said point the long chord bears S 61° 38' 32" W 221.02 feet, thence northeasterly along the arc of said curve left 221.08 feet, thence N 59° 23' 29" E 739.7 feet to the point of beginning, said point being point of curve concave to the south and having a radius of 1273.2 feet, thence easterly along the arc of said curve right 1236.3 feet to a point, thence S 65° 10' 05" E 1000.0 feet to the center line of the Trempealeau River.

ALSO: A parcel of land in Township 19 North, Range 10 West, Section 31 in Government Lot 2 and Government Lot 4 and in Township 18 North, Range 10 West, Section 6 in the Northwest Quarter of the Northwest Quarter being a uniform 100 feet in width, 50 feet lying to each side of the following described reference line:

Commencing at a point located S 0° 41' 57" W 2165.04 feet from the east quarter corner of said Section 31, thence N 80° 45' 20" W 354.0 feet to the point of a curve concave to the southwest and having a radius of 5729.6 feet, thence northwesterly along the arc of said curve 250.0 feet to a point, thence N 83° 21' 24" W 2039.0 feet to the point of beginning, said point being point of a curve concave to the southeast and having a radius of 1909.8 feet, thence southwesterly along the arc of said curve left 1660.0 feet to a point hereinafter referred to as point "A", thence S 45° 34' 53" W 2520.0 feet.

ALSO: A parcel of land in Township 18 North, Range 11 West, Section 1, in the Northeast Quarter of the Northeast Quarter, Government Lot 1 and Government Lot 2. Said parcel consists of all that land of the owner lying northwest of a line located 250.0 feet southeast of and parallel to the following described reference line: Beginning at the aforelocated Point "A"; thence S 45° 34' 53" W 2520.0 feet to the point of a curve concave to the southeast and having a radius of 1909.8 feet, thence southwesterly along the arc of said curve left 775.0 feet to a point, thence S 22° 18' 02" W 525.0 feet.

Said parcels contain 156.84 acres, more or less.

IN TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE FOURTH PRINCIPAL MERIDIAN, MONROE COUNTY, WISCONSIN:

A parcel of land in Township 18 North, Range 2 West, Section 26, in the Southwest Quarter of the Northwest Quarter, Southeast Quarter of the Northwest Quarter, Southwest Quarter of the kortheast Quarter and in Section 27 in the Southeast Quarter of the Northeast Quarter thereof, consisting of all that land lying south line of present STH 21 as laid out and traveled on March 1, 1979 and north of a line located 100 feet south of and parallel to the following described reference line: Commencing on the West line of said Section 26 at a point located 730 feet south of the northwest corner of said Southwest Quarter of the Northwest Quarter; thence S 67° 58' W 236 feet to the

point of beginning; thence N 67° 58' E 653.1 feet to the point of a curve concave to the south and having a radius of 2,865.0 feet; thence easterly along said curve and reference line 1561.7 feet; thence S 80° 48' E 882.8 feet. Said parcel contains 2.05 acres, more or less.

Subject to:

(1) All taxes or special assessments, if any.

(2) Roads and highways, if any.

(3) All public or private utilities now located on the above described real estate.

By the acceptance of this conveyance, the Grantee, for itself, its successors and assigns, agrees:

(1) That the Grantor, its agents and assigns, shall have unobstructed use and access to the above described real estate for the purpose of removing its rails, ties, communication lines, bridges, culverts and other usable materials from said real estate until December 31, 1979.

(2) To comply at no cost to Grantor, with any and all governmental requirements relating to land division or use.

DTATED this 3rd day of APRIL , 19 79.

Signed Sealed and Delivered in Presence of:

D. M. JACOBSEN /s/

LAURA CULBERTSON /s/

Chicago and North Western Transportation Company

By ROBERT W. MICKEY /s/
Assistant Vice President

Attest DIANE KOHLER-RAUSCH
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH , 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 instrucment, 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 3rd of APRIL , 1979.

RICHARD S. KENNERLEY /s/
Notary Public, in and for the County of Cook in the State of Ilinois

(S E A L)

My commission Expires: November 8, 1980

STATE OF WISCONSIN } ss.
Department of State
Received this 31st day of May A. D. 19 79 at 10 o'clock a M. and recorded in Vol. 51 of R R M on page 104-107
Secretary of State

THIS INDENTURE, made this 4th day of JUNE , 1979, between SOO LINE RAILRAOD COMPANY, successor in interest to Duluth, South Shore and Atlantic Railway Company, a Minnesota Corporation, hereinafter called "Company" and THE CITY OF SUPERIOR, A WISCONSIN MUNICIPAL CORPORATION, hereinafter called "CITY";

WITNESSETH, that the Company, in consideration of Five Hundred and No/100 Dollars ($500.00) to it in hand paid by the City, the receipt whereof is hereby acknowledged, does hereby grant unto said City 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 Douglas County, Wisconsin, to-wit:

All that part of the Northwest Quarter of the Northeast Quarter (nW 1/4 NE 1/4) of Seciton Twenty-Two (22), Township Forty-nine (49) North, Ringe Fourteen (14) West, bounded and described as follows: Commencing at the North 1/4 corner of said Section 22; thence S 1° 34' 02" W along the north-south 1/4 line of said Section 22 a distance of 56.17 feet to the south line of Belknap Street, City of Superior, Wisconsin; thence S 88° 08' 53" E along the existing south line of said Belknap Street a distance of 20.34 feet to the northwest corner of Lot One (1) of Block One Hundred Sixty-one (161), West Superior Sixth Division as previously platted and now vacated by judgement effective June 10, 1908 and recorded in the Office of the Register of Deeds in and for said County in Volume T at Pages 262-3-4, being the point of beginning of the parcel of land herein described; thence continuing S 88° 08' 53" E along the North line ofsaid vacated Block 161 a distance of 50 feet; thence S 1° 48' 04" W along the easterly line of the westerly ten and five tenths (10.5) feet of Lot 2 of said vacated Block 161 a distance of 23.18 feet; thence westerly along the arc of a 2°17' 43" curve (concave to the south) the long cord for which bears S 84° 52' 37" a distance of 50.37 feet to the west line of Lot 1 of said vacated Block 161; thence N 1° 48' 04" E along the west line of Lot 1 of said vacated Block 161 to the point of beginning.

Said parcel contains 0.03 acres more or less; it being the intent to convey a part of said vacated Block 161 , West Superior Sixth Division, which was acquired by said Company by Quit Claim Deed dated May 24, 1889 and recorded in the Office of the Register of Deeds in and for said County as Document Number 28151 in Book 9 of Deeds at Page 438.

The Company reserves the right and privilege to use the above described land for the construction, maintanance 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, nd amaintenance 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 City rights adverse to those of the Company other than those granted by this easement.

The grant shall be binding upon the Company and the City 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:

MARY LOU RSYK /s/

R. D. SWANELL /s/

SOO LINE RAILROAD COMPANY

By CHARLES H. CLAY /s/
Its Executive Vice President
ATTEST:

By ARLENE R. HOLMES /s/
Its Secret ary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 4th day of JUNE , 1979, CHARLES H. CLAY , Executive Vice 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 Executive Vice 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.

SANDRA L. BIEGANEK /s/
Notary Public - Minnesota, Hennepin
County - My commission expires
October 3, 1985

This instrument was drafted by:
Soo Line Railraod Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 15th day of June A. D. 19 79 at 10 o'clock a M. and recorded in Vol. 51 of R R M on page 108
Secretary of State

Authorization No. P-241

EASEMENT DEED NO. 81379

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of THREE HUNDRED AND NO/100 DOLLARS ($300.00), 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 TRANSPORTATION FACILITIES, GRANTEE, over, upon, and across the following described real estate situated in the County of Oneida, and the State of Wisconsin, to wit:

A parcel of land in the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Southeast Quarter, Section 35, Township 37 North, Ronge 8 East, and the Northwest Quarter of the Southwest Quarter, Section 36, Township 37 North, Range 8 East, said parcel includes all that part of the Chicago and North Western Transportation Company right of way lying between a line 65.0 feet Easterly of and a line lying 65.0 feet Westerly of and parallel to the following described reference line: Commmencing at a point on the North line of said Section 35, 143 feet west of the Northeast corner of said Section 35; thence S. 2° 06' E. 2366.8 feet to the point of tangency of a 11459.19 foot radius curve concave to the West; thence Southerly 56.2 feet along the arc of said curve for the point of beginning; thence continuing 610.5 feet along the arc of said curve to the point of curvature; thence S 1° 14' W. 392.5 feet; EXCEPT that parcel of land sold to the Town of Newbold described in Vol 138 Misc., Page 294, Deed No. 63721, Oneida County, that lies within the above described limits.

Said parcel contains 1.8 acres, more or less, including lands within the existing 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.

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, andfrom 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 theings necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.

DATED this 9th day of MAY, 1979.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

D. M. JACOBSEN /s/

By ROBERT W. MICKEY /s/
Assistant Vice President

ATTEST:

LAURA CULBERTSON /s/

DIANE KOHLER-RAUSCH /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH , 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, ASSISTANT 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 9th of MAY , 1979.

RICHARD S. KENNERLEY /s/
Notary Public, in and for the County of Cook in the State of Illinois

My Commission Expires: November 8, 1980

This document was drafted by the Chicago and North Western TransportationCom pany, 400 W. Madison Street. Chicago, Illinois 60606

STATE OF WISCONSIN)
Department of State) ss.
Received this 15th day of June A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 109-110
Secretary of State

Executed in 560 Counterparts of which this is No.

BURLINGTON NORTHERN INC.

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

AND

BARTLETT FORD
(successor to Jacob M. Ford II),

Trustees

EIGHTH SUPPLEMENTAL INDENTURE

Dated as of March 1, 1979

TO

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE

Dated March 2, 1970

Modifying Rate of Interest of 9¼% Bonds, Series E, Due 2000 and Modifying Indenture

THIS EIGHTH SUPPLEMENTAL INDENTURE, dated as of March 1, 1979, by and between BURLINGTON NORTHERN INC., a corporation organized and existing under the laws of the State of Delaware, hereinaftercalled the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a trust company organized and existing under the laws of the State of New York, and BARTLETT FORD OF St. Joseph, Missouri, successor to JACOB M. FORD II, as Trustees, parties ofthe second part, hereinafter called, when referred to jointly, the "Trustees" and, when referred to separately, the "Corpo-ate Trustee" and the "Individual Trustee", respectively;

WHEREAS, the Company and the Trustees have heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971, December 20, 1971, January 15, 1974, July 1, 1975, and June 15, 1978, under which Consolidated Mortgage Bonds of several series are outstanding (the Original Mortgage as heretofore supplemented and modified being hereinafter called the "Indeture"); and

WHEREAS, under a Sixth Supplemental Indenture (hereinafter called the "Sixth Supplemental Indenture"), dated as of July 1, 1975, to the Indenture, the Company created a series of Bonds under the Indenture known as "Consolidated Mortgage 9¼% Bonds, Series E, Due 2000", hereinafter called the "Old Bonds"; and

WHEREAS, the Company has by proper corporate action authorized modification of the rate of interest payable on the Old Bonds, the Old Bonds as so modified being hereinafter called the "Bonds of Series E", and has obtained the consent to such modification by the sole holder thereof; and

WHEREAS, the Company desires by this Eighth Supplemental Induenture to evidence the terms and provisions, as determined by its Board of Directors, of the Bonds of Series E, all as more fully set forth herein; and

WHEREAS, all acts and things prescribed by law, by the Restated Certificate of Incorporation and By-Laws of the Company and by the Indenture have been duly performed and complied with to make this Eighth Supplemental Indenture and the Bonds of Series E, when duly executed, authenticated (in the case of such Bonds) and delivered, valid, binding and legal instruments in accordance with their respective terms:

Now, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH:

That the Company covenants and agrees with the Trustees and with the respective holders from time to time of the Bonds and coupons issued and to be issued under the Indenture as follows:

ARTICLE I

MODIFICATION OF BONDS OF SERIES E

SECTION 1.01. Section 1.01 of the Sixtn Supplemental Indenture is amended by deleting the whole thereof and inserting in lieu thereof the following:

SECTION 1.01. There is hereby created a fifth series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 9 3/4% Bonds, Series E, Due 3000". The Bonds of Series E Shall

(1) be dated the date of authentication;

(2) Mature on July 1, 2000;

(3) bear interest at the rate of 9 3/4% per annum, payable semi-annually on Januamy 1 and July 1 of each year, hereinafter sometimes called an "Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof has been made or duly provided for, except that; (a) any Bond of Series E authenticated before July 1, 1979 shall bear from March 1, 1979 u nless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bonds of Series E, such Bonds of Series E shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series E, any Bond of Series E authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;

(4) Be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts;

(5) be redeenabke before maturity at the option of the Company as provided in Section 1.02 hereof;

(6) be issuable only as registered Bonds without coupons in denominations of $1,000 and any multiple thereof; and

(7) be limited (except as provided in Section 1.09 of the Indenture) in aggregate principal amount to $100,000,000.

So long as there is no existing default in the payment of interest on Bonds of Series E, the person in whose name any Bond od Series E is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any transfer or exchange of such Bond od Series E subsequent to such R ecord Date. If and to the extent that the Company shall default in the payment of interest due on any Interest Payment Date with respect to any Bond of Series E,

such defaulted interest shall be paid to the person in whose name such Bond od Series E is registered at the close of business on a subsequent record date established by notice given by mail, first class postage prepaid, by or on behalf of the Company to the holders of Bonds of Series E not less than 15 days prior to such subsequent record date, such record date to be not less than five days preceding the date of payment of such defaulted interest.

The term "Record Date", when used herein with respect to an Interest Payment Date, shall mean the June 15 or December 15 (whether or not a business day), as the case may be, next preceding such interest Payment Date. Default in the payment of interest means in this Section 1.01 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

SECTION 1.02. Section 1.03 of the Sixth Supplemental Indenture is amended by deleting the whole thereof and inserting in lieu thereof the following:

SECTION 1.03. The Bonds of Series E and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

(FORM OF FACE OF BOND OF SERIES E)

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 9 3/4% BOND, SERIES E, DUE 2000

BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to
or registered assigns, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, the principal sum of

DOLLARS on July 1, 2000, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal at the rate of 9 3/4% per annum, at said office or agency in like coin or currency, from the interest payment date nextpreceding the date of this Bond ot which interest has been paid or duly provided for or March 1, 1979, whichever is later (unless this Bond is dated after any June 15 or December 15, and on or prior to the next succeeding July 1 or January 1, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding July 1 or January 1), semi-annually on July 1 and January 1 of each year, until payment of said principal sum has been made or duly provided for; provided, however, that so long as there is no existing default in the payment of interest (and except for the payment of defaulted interest), the interest payable on any July 1 and January 1 will be paid to the person in whose name this Bond was registered at the close of business (whether or not a business day) on the June 15 or December 15, as the case may be, next preceding such interest payment date. If and to the extent that the Company shall default in t he payment of interest due on
any July 1 or January 1, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such record date.

This Bond is one of the Consolidated Mortgage Bonds of the Company (herein sometimes called the "Bonds") all issued and to be issued in one or more series under, and equally secured by, an indenture, dated March 2, 1970, executed by the Company to Morgan GUARANTY TRUST COMPANY OF NEW YORK, a trust company organized and existing under het laws of the State of New York (herein called the "Corporate Trustee"), and JACOB M. FORD II, as Individual Trustee (BARTLETT FORD having been duly appointed successor Individual Trustee), (herein, as amended and supplemented from time to time, sometimes called the "Indenture") to which Indenture and any and all supplements thereto reference is hereby madefor a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and the rights, duties and immunities of the Trustees thereunder.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Bond at the time and place and at the rate or rates and in the currency herein prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 9 3/4% Bonds, Series E, Due 2000 (hereinafter called the "Bonds of Series E") created by a Sixth Supplemental Indenture, dated as of July 1, 1975, and modified with the consent of the holders of the Bonds of this series at the time outstanding by an Eighth Supplemental Indenture dated as of March 1, 1979, to the Indenture. The aggregate principal amount of Bonds of Series E which may be outstanding at any time is limited to the principal amount of $100,000,000, except as otherewise provided in the Indenture.

The Bonds are issuable in series in and the several series of Bondsmay be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherewise, all as in the Indenture provided.

If an Event of Default as defined in the Indenture shall occur, the principal of the Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture, such Sixth Supplemental I ndenture and such Eighth Supplemental Indenture, the Bonds of Series E are

redeemable prior to maturity, inwhole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at a redemption price equal to 100% of the principal amount of Bonds of Series E to be redeemed, together with accrued interest to the date fixed for redemption; provided, however, that any installment of interest which by the terms of the Bonds of Series E is due and payable on any interest payment date occurring on or prior to the redemption date shall be payable to the persons in whose names the Bonds of Series E were registered on the relevant record dates.

The Indenture permits the amendement thereof and the modification or alteration in any respect of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on this Bond, the consent of the holder hereof, all as more fully provided in the Indenture.

This Bond is transferable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender hereof accompanied by written instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder hereof or by duly authorized attorney, and thereupon a new Bond of Series E in the same aggregate principal amount will be issued to the transferee in exchange herefor, all as provided inthe Indenture.

The Company, the Corprate Trustee, any paying agent and any registrar of the Bonds of Series E may for all purposes treat the person in whose name this Bond is registered as the absolute owner hereof, notwithstanding any notice to the contrary.

The Bonds of Series E are issuable in the denomination of $1,000 or any multiple thereof. The Bonds of Series E are issuable only as registered Bonds without coupons. The Several denominations of Bonds of Series E are interchangeable in like aggregate principal amounts upon presentation for that purpose as provided in the Indenture.

No service charge will be made for any transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

This Bond shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Bond shall have been authenticated by the certificate hereon of the Corporate Trustee.

In WITNESS WHEREOF, Burlington Northern Inc. has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated:---------

BURLINGTON NORTHERN INC.

By.....

ATTEST:

.....

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED OR SOLD IN CONTRAVENTION OF SAID ACT AND IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE PLEDGE AGREEMENT DATED AS OF SEPTEMBER 1, 1975 BETWEEN BURLINGTON NORTHERN INC. AND FIRST NATIONAL CITY BANK (NOW CITIBANK, N.A.).

(Form of Corporate Trustee's Certificate of Authentication)

This Bond is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, as Corporate Trustee

By.....
Authorized Officer

ARTICLE II

Miscellaneous Provisions

SECTION 2.01. All of the terms, conditions andprovisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in.and made a part of this Eighth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Eighth Supplemental Indenture, shall be read, taken and construced as one and the same instrument.

SECTION 2.02. Morgan Guaranty Trust Company of New York and Bartlett Ford, the parties of the second part, hereby accept the trust in this Eighth Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this Eighth Supplemental Indenture and in the Bonds of Series E (except for the Corprate Trustee's certificates of authentication) shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Eighth Supplemental Indenture other than as set forth in the Original Mortgage.

SECTION 2.03. Nothing in this Eighth Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm or corporation other than the parties hereto and the holders of the Bonds any legal or equitable right, remedy or claim under or in respect of this Eighth Supplemental Indenture, or any covenant, condition or provision herein contained, all the covenants, conditions. and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, the-r successors and assigns, and of the holders of the Bonds; and all such covenants, conditions and provisions by or on behalf of the Ompany shall bind its successors and assigns whether so expressed or not.

SECTION 2.04. The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 2.05. This Eighth Supplemental Indenture may be executed in several counterparts, each of which shall be an original, and all collectively shall constitute but one instrument, which shall be sufficiently proved by the production of any one of said counterparts.

IN WITNESS WHEREOF, Burlington Northern Inc., the party of the first part, has caused this Eighth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Morgan Guaranty Trust Company of New York,

one of the parties of the second part, has caused this Eighth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Bartlett Ford, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

By...R.F..GARLAND./s/.....
Vice President

CORPORATE SEAL

ATTEST:

G. F. STEINHIBEL /s/.....
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By...R.E. SPARROW /s/.....
Vice President

CORPORATE SEAL

ATTEST:

JOHN W. COLE /s/.....
Assistant Secretary

BARTLETT FORD....(L.S.)../s/.

Signed, Sealed and acknowledged by all
parties in the presence of:

.....J. M. SULLIVAN../s/.....

.....B. CALDER /s/.....
Attesting Witnesses

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

On this 22nd day of March in the Year 1979 before me personally came and appeared R.F. Garland to me personally known, and to me known to be a Vice President of Burlington Northern Inc., one of the Corporation that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 2147 Valley View Place, St. Paul, Minnesota; that he is a Vice President of Burlington Northern Inc., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal;

that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation; and that he signed his name thereto in behalf of said corporation by like order and authority; and said R.F. Garland acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

.....MAUREEN McSHANE /s/.....
Notary Public, State of New York
No. 24-4649500
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1979

(NOTARIAL SEAL)

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

On this 22nd day of March in the year 1979 before me personally came and appeared R.E. Sparrow to me personally known, and to me known to be a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations that executed the within and foregoing instrument, who, being by me duly sworn, did depose and say on oath that he resides at 496 Dorchester Road, Ridgewood, New Jersey; that he is a Vice President of Morgan Guaranty Trust Company Of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed in behalf of said corporation by authority of the Board of Di- r ectors of said cororation, and that he signed his name thereto in behalf of said corporation by like authority; and said R.E. Sparrow acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the used and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public in said County and State, the day and year first above written.

...ELIZABETH A. BUCKLEY /s/...
Notary Public, State of New York
Qualified in Suffolk County
Certificate filed in New York County
No. 52-4620359
Commission Expires March 30, 1981

NOTARIAL SEAL

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

On this 22nd day of March, 1979, personally appeared before me Bartlett Ford, to me personally known and to me known to be the individual and the same person described in and who executed the within and foregoing instrument, and acknowledged that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

.....SUE SCALCIONE.../s/.....
Notary Public, State of New York
No. 31-4649545
Qualified in New York County
Commission Expires March 30, 1979

NOTARIAL SEAL

STATE OF WISCONSIN } ss.
Department of State
Received this 19th day of May A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of Railroad Mortgages on page 110-115
Secretary of State

Authorization No. P-252

EASEMENT DEED NO. 81383

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 STATE OF WISCONSIN, DEPARTMENT OF TRANSPORATION, DIVISION OF 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 Sections 7 and 8, Township 29 North, range 8 West, in that part of the Northeast Quarter of the Southeast Quarter of said Section 7 and in that part of the Northwest Quarter of the Southwest Quarter of said Section 8 described as a strip or corridor 100 feet in width across said Northeast Quarter of the Southeast Quarter and said Northwest Quarter of the Southwest Quarter, owned and occupied by the Chicago and North Western Transportation Company, the centerline of said strip or corridor being the centerline of the main track of said Transportation Company. Said parcel includes all land of the Grantor contained in the following described traverse: Beginning at a point on the east line of said Section 7, 2010.73 feet N 1°41'36" E (grid) of the Southeast corner of said Section 7; thence S 10°45'04" E (grid) 552.75 feet; thence S34°12'50" W (grid) 141.51 feet; thence N 10°45'04" W (grid) 590.82 feet; thence N 58°52'17" E (grid) 38.50 feet; thence N 4°22'17"E (grid) 244.99 feet; thence S 70°51'18" E (grid) 46.54 feet; thence S 1°41'36" W (grid) 169.51 feet; to a point on the east line of said Section 7 and the point of beginning.

Containing 0.91 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.

Reserving, however, unto the Grantor the right ot 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 11th day of MAY, 1979.

Sign, Sealed and Delivered in Presence of:

D. M. JACOBSEN /s/

LAURA CULBERTSON /s/

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By ROBERT W. MICKEY /s/
Assistant Vice President

ATTEST DIANE KOHLER-RAUSCH /s/
Assistant Secretary

(S E A L)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH , 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, ASSISTANT 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, IXlinois, this 11th of MAY .

RICHARD S. KENNERLEY /s/
Notary Public, in and for the County of Cook
in the State of Illinois

(S E A L)

My Commission Expires: NOVEMBER 8, 1980

STATE OF WISCONSIN) 1979.
Department of State) ss.
Received this 27th day of
June A. D. 19 79 at 10
o'clock A. M. and recorded in Vol.
51 of Railroad Mortage
on page 116-117.
Secretary of State

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

This Indenture, Made by AFW REALTY CO. INC.
, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of CALUMET County, Wisconsin, hereby conveys to the State of Wisconsin Deaprtment 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 Calumet County, Wisconsin, namely:

Parcel 4

That part of the SW 1/4 - SE 1/4 Section 7 and the N 1/2 - NE 1/4 Section 18, all in T20N, R20E, described as follows:

Commencing at the south one quarter corner of said Section 7; Thence N 0°40'57"W 1.57 feet; Thence along the USH 10 reference line S 89°42'50"E 992.98 feet to the point of beginning; Thence N 60°41'25"W 164.89 feet; Thence S 89°42'50"E 206.11 feet; Thence S 60°41'25" E 329.78 feet; Thence N89°42'50"W 206.11 feet; Thence N60°41'25"W 164.89 feet to the point of beginning.

Also acquired herein are all existing, future or potential common law or statutory easements or rights of direct access between the highway herein designated as USH 10 and all of the remaining abutting real property of the owner, whether acquired by separate conveyance or otherwise, in the N 1/2 - NE 1/4 Section 18 and the SW 1/4 - SE 1/4 Section 7, all in T20N, R20E, except for railroad trains and railroad maintenance equipment.

Parcel 30

All that part of the E 1/2 - SW 1/4 and W 1/2 - SE 1/4 Section 7, T20N, R20E, lying within the following described traverse:

Commencing at the south one quarter corner of said Section 7; Thence N 0°40'57"W 81.58 feet; Thence S 89°42'50"E 33.0 feet to the east line of present Cemetary Road; Thence along said east line N -°40'57"W 457.75 feet to the point of beginning of the parcel being described; Thence N60°41'25"W 97.89 feet; Thence N9°29'40"E 106.29 feet; Thence S 60°41'25"E 126.32 feet; Thence southerly along the arc of a 1293.14 foot radius curve to the left 107.84 feet, the chord of which bears S7°22' 04"W 107.81 feet; Thence N60°41'25"W 32.68 feet to the point of beginning.

Said parcels contain 0.12 acres, more or less, exclusive of all and previously acquired or now being used for highway purposes.

Also acquired herein are all existing, future or potential common law or statutory easements or rights of access between the highway herein designated as STH 57 and all of the remaining abutting real property of the owner, whether acquired by separate conveyance or otherwise, in the E 1/2 - SW 1/4 and W1/2 - SE 1/4 Section 7, all in T20N, R20E, except for railraod trains and railroad maintenance equipment.

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 parcels 4 and 30 above described for any and all purposes not inconsistent with the use thereof for street or highway purposes.

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in Sec. 32.09 Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in Sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in Sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by ELMER C. CARPENTER , its President, and countersigned by JEFFREY D. RIESTER , its Secretary, at BRILLION , Wisconsin and its corporate seal to be hereunto affixed, this 24th day of APRIL , A.D., 19 79.

Signed and Seal in Presence of AFW REALTY CO. INC.
Corporate Name

ELMER C. CARPENTER /s/
President

Countersigned:

JEFFREY D. RIESTER /s/
Secretary

STATE OF WISCONSIN

CALUMET County ss.

RECEIVED FOR RECORD
5th DAY OF July .
A.D., 19 79. AT 10
O'CLOCK a. M. AND RECORDED IN VOL.
51 OF RRM PAGE 117-118
*
DANE COUNTY

(NOTARY SEAL)

Personally came before me, this 24th day of APRIL , A.D., 19 79 , ELMER C. CARPENTER , President, and JEFFREY D. RIESTER , 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.

JEAN A. HOOYMEN /s/
JEAN A. HOOYMAN
Notary Public, OUTAGAMIE County, Wisconsin
My commission expires 10/26 , A.D., 19 80
Negotiated by

Project I.D. 1505-03-21

Parcel No. 4 and 30

Authorization No. P-261

EASEMENT DEED NO. 81396

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of THREE HUNDRED AND NO/100 DOLLARS ($300.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the TOWN OF MADISON, DANE COUNTY, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the County of Dane, and the State of Wisconsin, to wit:

A parcel of land in Section 35, Township 7 North , Range 9 East, the South Half of the Northeast Quarter, and North Half of the Southeast Quarter thereof, Said parcel includes all that land of the Grantor lying within a traverse described as follows: Commencing at the East Quarter corner of said Section 35; thence N 89°18' 23" W, 1,313.81 feet to the point of beginning of said traverse; thence N 0° 35' 37" E, 33.00 feet; thence N 89° 18' 23" W, 160.00 feet; thence S 0° 35' 37" W, 33.00 feet; thence S 89° 18' 23" E, 50.00 feet; thence S 0° 35' 37" W, 33.00 feet; thence S 89° 18' 23" E, 110.00 feet; thence N 0° 35' 37" E, 33.00 feet to the point of beginning of said traverse. Said parcel contains 0.20 of an 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 facilites as it may at any time, and from time to time, desire within the limits of the real estate hereinabove descreibed; 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 JUNE, 1979.

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered in Presence of:

JANET PILLOW /s/

LAURA CULBERTSON /s/

By ROBERT W. MICKEY /s/
Assistant Vice President

ATTEST
DIANE KOHLER-RAUSCH /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH , 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, ASSISTANT Vice President and ASSISTANT Secretary of said corporation; athat 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 affixed my official seal as such Notary Public, at Chicago, Illinois, this 1st of JUNE 1979.

RICHARD S. KENNERLEY /s/
Notary Public, in and for the County of Cook
in the State of Illinois

(NOTARIAL SEAL)

My Commission Expires: NOVEMBER 8, 1980

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

STATE OF WISCONSIN) ss.
Department of State)
Received this 5th day of July A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 119-120
Secretary of State

THIS INDENTURE, made this 25th day of MAY , 1979, between SOO LINE RAILRAOD COMPANY, successor in interest to Minneapolis, St. Paul & Sault Ste. Marie Railway 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 Six Hundred Ten and no/100 Dollars ($610.00) 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 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 Douglas County, Wisconsin, to-wit:

All that part of the Soo Line Railraod Company's right of way as described in that certain conveyance dated September 27, 1913 and recorded in the office of the Register of Deeds in and for said County in Book 121 of Deeds, Page 586, which is included within the boundary of U. S. Highway #2 right of way; said highway right of way described as follows: All that part of Gov't Lots 3 and 4, Section Sixteen (16) Township Forty-nine (49) North, RAnge Fourteen (14) West, bounded as follows: Commencing at the center one-Quarter corner of said Section 16; thence N. 88°11'58" W. a distance of 1159.99 feet; thence S 16°43'59" E. a distance of 140.39 feet; thence S. 73°16'01" W. a distance of 190 feet to the point of beginning; thence N. 16°12'47" W. a distance of 505.25 feet to the point of curvature of a 3°43'40" curve whose long chord bears N. 54°19'41" W.: thence northwesterly along the arc of said curve a distance of 987.42 feet; thence N. 17°16'01" E. a distance of 200 feet; thence southeasterly along the arc of a 3°17'55" curve whose long chord bears S. 54°19'41" E. a distance of 1115.91 feet; thence S. 32°59'36" E. a distance of 594.77 feet; thence S. 73°16'01" W. a distance of 360 feet to the point of beginning.

containing 0.61 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 of highway facility upon said land in a manner which would unreasonably interfere with the maintenance and safe and continuous operation of said railraod 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 preseance of:

MARY LOU PSYK /s/

R.D. SWANELL /s/

SOO LINE RAILROAD COMPANY

By HARLES H. CLAY /s/
Its Executive Vice President

ATTEST:

By ARLENE R. HOLMES /s/
Its. Secretary

(SEAL)

STATE OF MINNESOTA)
) SS
COUNTY HENNEPIN)

Personally came before me this 25th day of MAY , 1979 , CHARLES H. CLAY , Executive Vice 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 Executive Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed fo said corporation by its authority.

SANDRA L. BIEGANEK /s/
Notary Public - Minnesota
HENNEPIN COUNTY
My commission expires Oct. 3, 1985

This instrument was drafted by:
Soo Line Railraod Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 18th day of July A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of Railroad Mortgages on page 120-121.
Secretary of State

DOCUMENT NO. 317876

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS & TRANSPORTATION FACILITIES

SECTION 195.199, 84.09 (2) and 32.05, WIS. STATS.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated APRIL 12 , 1979 , and filed in the office of the County Clerk of) Oconto, Forest & Florence Counties , for the purpose of preserving Rail Transportation Services and providing for public recreational use in said Counties.

The State of Wisconsin, having determined it necessary for the purpose set forth in and in accordance with said acquisition order, has ordered th Stat of Wisconsin, Department of Transportation, Division of Highways & Trans. Facilities to acquire, in the name of the "STATE OF WISCONSIN", a parcel of real estate, and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Chicago & North Western Transportation Compan; First National Bank of Chicago; Chemical Bank and Trust Company.

The interest aquired by this award is for the lands of the owner located in Oconto, Forest and Florence Counties, according to the description comprising pages 1-11, inclusive, as attached hereto and made a part hereof, and including:

1. Land, trestles, culverts and bridges from a southerly point at railroad milepost 33.3 near Gillett, Wisconsin to a northerly point at railroad milepost 122.7 near the barder between the States of Michigan and Wisconsin.

2. Track and related track materials from a southerly point at railroad milepost 77.8 near county Trunk Highway "C" near Wabeno, Wisconsin to a northerly point at railraod milepost 115.59 near State Trunk Highway 70 near Tipler, Wisconsin.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on August 23, 1979.

State of Wisconsin, Department of transportation, Division of Highways & Trans. Facilities having complied with all jurisdictional requirements pursuant to law hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of Three Hundred Twenty-nine Thousand DOLLARS ($329,000.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

Pursuant to Sections 195.199, 84.09 (2) and 32.05, Wis. Stats.

The above award was approved by the State of Wisconsin Department of Transportation on July 23, 1979

LOWELL B. JACKSON /s/

Lowell B. Jackson

Project I.D. 1000-47-21

Fee Title in and to the following aprcel, tract or strip of land in Oconto, Forest and Florence Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 28 NORTH, RANGE 18 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF GILLETT, OCONTO COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that commences on the east line of Section 21, T28N, R18E, 545 feet more or less north of the east one quarter corner of said Section 21; Thence running Westerly, as surveyed and located, 564 feet more or less to Milepost 33; Thence said center line continues northwesterly on a curve to the right, as surveyed and located, 1,584 feet (0.3 of a mile) to the point of beginning of this description. Thence said center line continues northwesterly on a curve to the right, as surveyed and located, through the SW ¼ - NE ¼ and the NW ¼ of said Section 21 to the North line of said Section 21. Thence said center line continues northerly, as surveyed and located,through W ½ - W ½ of Section 16, T28N, R18E to the north line of said Section 16, Thence said center line continues northwesterly, as surveyed and located, throught the SW ¼ - SW ¼ of Section 9, T28N, R18E, and the E ½ - E ½ and the NW ¼ - NE ¼ of Section 8, T28n, R18E, and the W ½ - SE ¼, the NE ¼ SW ¼ and the E ½ - NW ¼ of Section 5, T28N, R18E to the North line of the Town of Gillett.

IN TOWNSHIP 29 NORTH, RANGE 18 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF VALLEY a/k/a TOWN OF MAPLE VALLEY, OCONTO COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues northwest from the above-described course beginning at the south line of the Town of Maple Valley in Section 32, T29N, R18E, running northwesterly throught the SE ¼ - SW ¼ and the W ½ - W ½ of said section 32 to the west line of said Section 32. Thence said center line continues northwesterly, as surveyed and located, through the E ½ - NE ¼ of Section 31, T29N, R18E, to the north line od said Section 31. Thence said center line continues northwesterly, as surveyed and located, through the E ½ - SE ¼, the NW ¼ - SE ¼ and the W ½ - NE ¼ of Section 30, T29N, R18E, to the north line of said Section 30. Thence said center line continues northwesterly, as surveyed and located, through the SW ¼ - SE ¼, the E ½ - SW ¼, the S ½ - NW ¼ and the NW ¼ - NW ¼ of Seciton 19, T29N, R18E, to the north line of said Section 19, Thence said Center line continues northwesterly, as surveyed and located, through the SW ¼ - SW ¼ of Section18, T29N, R18E, to the West line of the Town of Maple Valley.

IN TOWNSHIP 29 NORTH, RNAGE 17 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF HOW AND ALSO THE VILLAGE OF SURING, OCONTO COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues northwesterly form the above-described course as surveyed and located beginning at the east line of the Town of the How in Section 13, T29N, R17E, running northwesterly through the E ½ - SE ¼ and the SE ¼ - NE ¼ of said Section 13 to the north line of said SE ¼ - NE ¼.

Also a strip of land 200 feet in width lying 100 feet in width on either side of a center line, as surveyed and located, that continues northwesterly from the last described course, as surveyed and located, through the N ½ - NE ¼ into the Village of Suring and the north line of said Section 13.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues northwesterly, fromthe last described course, as surveyed and located, throught the remainder of the Village of Suring in the SW ¼ - SE ¼ of Section 12, T29N, R17E, to the north line of said SW ¼ - SE ¼.

Also a strip of land 200 feet in width lying 100 feet in width on either side of a center line as surveyed and located, that continues northwesterly from the last described course, throught the NW ¼ - SE ¼, Government Lot 2 (SW ¼ - NE ¼), Government Lot 3 (SE ¼ - NW ¼) and Government Lot 6 (NE ¼ - NW ¼) of Section 12, T29N, R17E, to the north line of said Section 12.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northwesterly from the last described course through the SE ¼ - SW ¼ and the W ½ - SW ¼ of Section 1, T29N, R 17E, to the west line of said Section 1. Thence said center line continues northwesterly, as surveyed and located, through the NE ¼ - SE ¼, the S ½ - NE ¼, the NW ¼ - NE ¼ and the NE ¼ - NW ¼ of Section 2, T29N, R17E, to the north line of the Town of How In addition to the above strip, there is also included a small, traingular tractof land in said NE ¼ - NW ¼ lying northeasterly of the above-described 100 foot strip and bounded on the north by the north line of said Section 2, which is also the north line of the Town of How and bounded on the east by the east line of said NE ¼ - NW ¼.

IN TOWNSHIP 30 NORTH, RANGE 17 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BREED.

A strip of land 100 feet inwidth lying 50 feet in width on either side of a center line that continues northwesterly from the above-described course, as surveyed and located, beginning at the south line of the Town of Breed in Section 35, T30N, R17E, running northwesterly through the S ½ - SW ¼ and the NW ¼ - SW ¼ of said S ction 35. Thence said center line continues northwesterly, as surveyed and located, through the NE ¼ - SE ¼, the E ½ - NE ¼ and the NW ¼ - NE ¼ of Section 34, T30N, R17E, and the SW ¼ - SE ¼, the E ½ - SW ¼, the SE ¼ - NW ¼ and the W ½ - NW ¼ of Section 27, T30N, R17E, and the SW ¼ - SW ¼ of Section 22, T30N, R17E, and the E ½ - SE ¼ and the S ½ - NE ¼ of Section 21, T30N, R17E to the north line of the SW ¼ - NE ¼ of said Section 21.

Also a strip of land 300 feet in width lying 150 feet in width on either side of a center line, as surveyed andlocated, that continues northwesterly from the last described course through the NW ¼ - NE ¼ and the NE ¼ - NW ¼ of Section 21, T30N, R17E to the north line of said Section 21.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northwesterly from the last described course through the E ½ - SW ¼, the NW ¼ - SW ¼ and the W ½ - NW ¼ of Section

16, T30N, R17E, and the NE ¼ - NE ¼ of Section 17, T30N, R17e, and the SE ¼ - SE ¼, the W½ - SE ¼, the W ½ - NE ¼ and the NE ¼ -NW ¼ of Section 8, T30N, R17E, and the E ½ - SW ¼ of Section 5, T30N, R17E, to the north line of the NE ¼ - SW ¼ of said Section 5. Also all of the remaining land lying both easterly and westerly of the above described strip of land in said NE ¼ - SW ¼ of said Section 5. It is the intent to transfer title to the entire said NE ¼ - SW ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northwesterly from the last described course through the E ½ - NW ¼ and the NW ¼ - NW ¼ of Section 5, T30N, R17E, to the north line of the Town of Breed.

IN TOWNSHIP 31 NORTH, RANGE 16 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ARMSTRONG (WEST PART).

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues northwesterly from the last described course, as surveyed and located, through the E ½ - E ½ of Section 35 and the NW ¼ - NE ¼ of Section 35, T31N, R16E, to the north line of said Section 35. Thence said center line continues northwesterly, as surveyed and located, through the S ½ - SE ¼, the NW ¼- SE ¼ and the NE ¼ - SW ¼ of Section 26 , T31N, R16E, to the east-west quarter line of said Section 26.

Also a strip of land 90 feet inwidth lying 50 feet in width on the southwesterly side of a center line, as surveyed and located, and 40 feet on the northeasterly side of said center line which continues northwesterly from the last described course through the SW ¼ - NE ¼ and the E ½ - NW ¼ of Section 26, T31N, R16E to the North line of said Section 26.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, continuing on a northerly meandering course from the last described course through the SW ¼, the S ½ - NW ¼ and the NE ¼ - NW ¼ of Section 23, T31N, R16E, to the north line of said Section 23. Thence said center line continues northerly and northwesterly, as surveyed andlocate, through the E ½ - SW ¼ and the SE ¼ - NW ¼ of Section 14, T31N, R16E, to the north line of said SE ¼ - NW ¼ and the Oconto River.

Also a strip of land 300 feet in width lying 150 feet in width on either side of a center line, as surveyed and located, which continues northwesterly from the last described course through the NE ¼ - NW ¼ of Section 14, T31N, R16E, to the north line of said Section 14.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a c enter line, as surveyed and located, continuing northwesterly through the SW ¼ and the SW ¼ - NW ¼ of Section 11, T31N, R16E, to the north line of said SW ¼ - NW ¼ in the Village of Moutain.

Also a strip of land 100 feet inwidth on the westerly side of and adjoining the above described strip of land and extending from the north line of said SW ¼ - SW ¼, southerly, 600 feet.

Also a strip of and 300 feet in width lying 150 feet in width on either side of a center line, as surveyed andlocated, which continues northwesterly from the last described course in the Village of Mountain in the NW ¼ - NW ¼ of Section 11, T31N, R16E, to the north line of said Section 11 and the east line of Section 10, T31N, R16E.

Also a triangular tract of land lying between the north and east lines of the NE ¼ - NE ¼ of Section 10, T31N, R16E, and a line located 50 feet southwesterly of and parallel to a center line, as surveyed and located, through said NE ¼ - NE ¼.

Also a strip of land 100 feet in width lying 50 feet on either side of a center line, as surveyed and located continuing northwesterly Through the E ½ - SE ¼ of Section 3, T31N, R16E, to the west line of said NE ¼ - SE ¼.

Also a strip of land 150 feet in width lying 50 feet southwesterly and 100 feet northeasterly of a center line, as surveyed and located, which continues northwesterly throught the NW ¼ - SE ¼ of Sectin 3, T31N, R16E, to the east-west quarter line of said Section 3.

Also a strip of land 300 feet in width lying150 feet in width on either side of a center line, as surveyed and located, in the SW ¼ - NE ¼, the SE ¼ - NW ¼ and the N ½ - NW ¼ of Section 3, T31n, R16E, to the north line of the Town of Armstrong (West Part).

IN TOWNSHIP 32 NORTH, RANGE 16 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF RIVERVIEW (WEST PART).

A strip of land 100 feet in width lying 50 feet inwidth on either side of a center line that continues northwesterly from the above-described course, as surveyed and located, beginning at the south line of the Town of Riverview (West Part) in Section 34 T32N, R16E, running northwesterly through the SW ¼ - SW ¼ of said Section 34 to the north line of said quarter quarter.

Also a strip of land 300 feet in width lying 150 feet in width on either side of a center line, as surveyed andlocated, continuing northwesterly on a curve to the left in the NW ¼ - SW ¼ of Section 34 and the NE ¼ - SE ¼ of Section 33 all in T32N, R16E, to the north line of said NE ¼ - SE ¼.

Also a strip of land 100 feet in width lying 50feet in width on either side of a center line, as surveyed and located, running westerly from the last described course through the S ½ - NE ¼ and the SE ¼ - NW ¼ of Section 33, T32N, R16E to the north line of said SE ¼ - NW ¼. Also included is a small triangular tract in said SE ¼ - NW ¼ lying northeasterly of the above described strip of land and the east and north lines of said SE ¼ - NW ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a

center line, as surveyed and located, that continues northwesterly on a curve to the right through the N ½ - NW ¼ of Section 33, T32N, R16E to the north line of said Section 33. Thence said center line continues northerly, as surveyed and located, through the S ½ - SW ¼ of Section 23, T32N, R16E to the north line of said SE ¼ - SW ¼.

Also a strip of land in the NE ¼ - SW ¼ of Section 28, T32N, R16E, lying between the west line of said NE ¼ - SW ¼ and a line located 50 feet easterly of and parallel to a center line that continues north, as surveyed and located, to the north line of said NE ¼ - SW ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northerly through the NW ¼ of Section 28, T32N, R16E, to the north line of said Section 28. Thence said Center line continues winding northerly, northeasterly and northwesterly, as surveyed and located, through the S ½ - SW ¼, the NE ¼ - SW ¼ and the E ½ - NW ¼ of Section 21, T32N, R16E, to the north line of said Section 21, Thence said Center line continues northwesterly and northeasterly, as surveyed and located, through the SW ¼, the E ½ - NW ¼ and the NW ¼ - NE ¼ of Section 16, T32N, R16E, to the north line of said Section 16.

Also a strip of land 200 feet in width lying 100 feet in width on either side of a center line, as surveyed and located, running northwesterly on a curve to the left from the above-described course throught the sW ¼ - SE ¼ of Section 9, T32N, R16E, to the north line of said SW ¼ - SE ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northerly from the last described course through the NW ¼ - SE ¼ of Section 9, T32N, R16E to the north line of said NW ¼ - SE ¼.

Also a strip of land in the SW ¼ - NE ¼ of Section 9, T32N, R16E, lying between the west line of said SW ¼ - NE ¼ and a line located 50 feet easterly of and parallel to a center line that continues northerly, as surveyed and located, to the north line of said SW ¼ - NE ¼.

Also a strip of land 200 feet in width lying 100 feet in width on either side of a center line, as surveyed an dlocated, running northwesterly form the last described course through the NW ¼ - NE ¼ and the NE ¼ - NW ¼ of Section 9, T32N, R16E, to the north line of said Section 9. Thence said center line continues northwesterly, as surveyed andlocted, through the SE ¼ - SW ¼ of Section 4, T32N, R16E, to the west line of said SE ¼ - SW ¼.

Also a stirp of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northerly from the last described course through the W ½ - W ½ of Section 4, T32N, R16E, to the north line of the Town of Riverview (West Part).

IN TOWNSHIP 33 NORTH, RANGE 16 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WHEELER a/k/a TOWN OF LAKEWOOD (WEST PART), OCONTO COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northwesterly on a curve to the left from the above-described course beginning at the south line of the Town of Lakewood in Section 33, T33N, R16E, running through the W ½ - SW ¼ of said Section 33 to the west line of said Section 33. Thence said center line continues on said curve to the left, as surveyed andlocated, through the NE ¼ - SE ¼, the S ½ - NE ¼, the SE ¼ - NW ¼ and the N ½ - NW ¼ of Sectin 32, T33N, R16E, to the west line of said Section 32. Thence said center line continues westerly and curving to the north west, as surveyed and located, through the N ½ - NE ¼ and the NE ¼ - NW ¼ of Section 31, T33N, R16E, to the north line of said Section 31.

Also a triangular tract of land lying between the south and west lines of the SE ¼ - SW ¼ of Section 30, T33N, R16E, and a line located 100 feet northeasterly of and parallel to a center line as surveyed andlocated through said SE ¼ - SW ¼.

Also a strip of land 200 feet in width lying 100 feet on either side of a center line, as surveyed and located, running northwesterly from the last described course through the SW ¼ - SW ¼ of Section 30, T33N, R16E, to the north line of said SW ¼ - SW ¼.

Also a triangular tract of land lying between the south and west lines of the NW ¼ - SW ¼ of Section 30, T33N, R16E, and a line located 100 feet northeasterly of and parallel to a center line as surveyed and located through said NW ¼ - SW ¼ to the west line of the Town of Lakewood (West Part).

IN TOWNSHIP 33 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF TOWNSEND (NORTH PART), OCONTO COUNTY.

A strip of land 200 feet in width lying 100 feet in width on either side of a center line, as surveyed an dlocated, that continues northwesterly from the above-described course beginning at the east line of the Town of Townsend in Section 25, T33N, R15E, running northwesterly through the NE ¼ - SE ¼ of said Section 25 to the west line of said section 25,

Also a strip of land 100 feet in width lying 50 feet inwidth on either side of a center line, as surveyed and located, running westerly on a curve to the left from the last described course through the NW ¼ - SE ¼ of Section 25, T33N, R15E, to the west line of said NW ¼ - SE ¼.

Also a strip of land 150 feet in width lying 50 feet in width on the northerly side and 100 feet in width on the southerly side of a center line, as surveyed and located, running westerly and northwesterly on a curve to the right from the last described course through the N ½ - SW ¼ of Section 25, T33N, R15E, to the north line of said NW ¼ - SW ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northwesterly from the last described course through the SW ¼ - NW ¼ of Section 25, T33N, R15E to the west line of said Section 25, Thenee sacid center line continues northwesterly, as surveyed and located, through the SE ¼ - NE ¼ and the N ½ - NE ¼ of Section 26, T33N, R15E, to the north line of said Section 26. Thence said center line continues northwesterly as surveyed and located through the SW ¼ - SE ¼, the E ½ - SW ¼, the SE ¼ - NW ¼ and the N ½ of Section 23, T33N, R15E, to the north line of said SXction 23. Thence said center line continues northwesterly, as surveyed and located, through the W ½ - SW ¼ of Section 14, T33N, R15E, to the west line of said Section 14. Thence said center line continues northwesterly, as surveyed and located, through the NE ¼ - SE ¼ and the E ½ - NE ¼ of Section 15, T33N, R15E to the north line of said Section 15.

Also a strip of land 150 feet in width lying 50 feet in width on the southwesterly side and 100 feet in width on the northeasterly side of center line, as surveyed and located, running northwesterly form the last described course through the SE ¼ - SE ¼ of Section 10, T33N, R15E, to the west line of said SE ¼ - SE ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed andlocated, continuing northwesterly from the last described course through the W ½ - SE ¼ and the SW ¼ - NE ¼ of Section 10, T33N, R15E, to the west line of said SW ¼ - NE ¼.

Also a strip of land 150 feet in width lying 50 feet in width on the southwesterly side and 100 feet in width on the northeasterly side of a center line as surveyed and located, running northwesterly through the SE ¼ - NW ¼ and the N ½ - NW ¼ of Section 10, T33N, R15E, to the north line of said Section 10.

Also a strip of land 150 feet in width lying 75 feet in width on either side of a center line, as surveyed and located, continuing northwesterly through thte SW ¼ - SW ¼ of Section 3, T33N, R15E, to the wester line of said Section 3.

Also a strip of land 300 feet in width lying 100 feet in width on the southwesterly side and 200 feet on the northeasterly side of a center line, as surveyed and located, running northwesterly from the last described course through the E ½ - SE ¼ and the first 400 feet in the NW ¼ - SE ¼ measured along said center line, all in Section 4, T33N, R15E. Thence continuing along said center line to the north line of said NE ¼ - SE ¼, with distance measured from the center line on the southwesterly side changing to 50 feet width.

Also a strip of land 100 feet in width lying 50 feet inwidth on either side of a center line, as surveyed and located, running northerly on a curve to the right from the last described course through the NE ¼ - SW ¼, the SW ¼ - NE ¼ and the E ½ - NW ¼ of Section 4, T33N, R15E, to the north line of the Town of Townsend and the north line of Oconto County.

IN TOWNSHIP 34 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WABENO (SOUTHWEST PART), FOREST COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that runs northeasterly and northerly from the last described course from the south line of Forest County through the SE ¼ - SW ¼, the W ½ - SE ¼, the W ½ - NE ¼ and the NE ¼ - NW ¼ Section 33, T34N, R15E, to the north line of said Section 33. Thence said center line continues winding northeasterly and northwesterly, as surveyed andlocated, through the SE ¼ - SW ¼, the W ½ - SE ¼ and the NE ¼ of Section 28, T34N, R15E, to the north line of said SEction 28.

Also a strip of land 150 feet in width lying 75 feet in width on either side of a center line, as surveyed and located, running northwesterly from the last described course through the S ½ - SE ¼ of Section 21, T34N, R15E, to the north line of said S ½ - SE ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northwesterly from the last described course through the NW ¼ - SE ¼ of Section 21, T34N, R15E, to the west line of said NW ¼ - SE ¼.

Also a strip of land 200 feet inwidth lying 100 feet in width on either side of a center line, as surveyed and located, running northwesterly from the last described course through the NE ¼ - SW ¼ and the SE ¼ - NW ¼ of Section 21, T34N, R15E, to the west line of said SE ¼ - NW ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northwesterly and northerly from the last described course through the W ½ - NW ¼ of Section 21, T34N, R15E, to the north line of said Section 21, Thence said center line continues northerly, northwesterly and westerly, as surveyed and located, through the W ½ - SW ¼ and the SW ¼ - NW ¼ of Section 16, T34N, R15E, to the west line of said SIction 16. Thence said center line continues northwesterly, as surveyed and located, through the E ½ - NE ¼ of Section 17, T34N, R15E, to the north line of said SEction 17.

Thence said center line continues on a curve to the left running westerly, as surveyed and located, through the SE ¼ - SE ¼, the W ½ - SE ¼, the E ½ - SW ¼ and the SW ¼ - SW ¼ of Section 8, T34N, R15E, to the west line of said Section 8. Thence said center line continues westerly through the Village of Wabeno and thence following the east and north banks of the North Branch of the Oconto River, as surveyed and located, through the SE ¼ - SE ¼, the W ½ - SE ¼, the NE ¼ - SW ¼, the SE ¼ - NW ¼ and the W ½ - NE ¼ of Section 7; the SW ¼ - SE ¼ and the SE ¼ - SW ¼ of Section 6; the N ½ - NW ¼ of Section 7, all in T34N, R15E, to the north line of said Section 7.

Also a strip of land lying between the south and the west lines of Section 6, T34N, R15E, and a line located 50 feet easterly of and parallel to a center line, as surveyed andlocated, said center line continues northerly from the last described course, running northerly through the W ½ - SW ¼ of said Section 6 to the east-west one quarter line of said Section 6.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northerly from the last described course through the SW ¼ - NW ¼ of Section 6, T34N, R15E, to the north line of said SW ¼ - NW ¼.

Also a strip of land lying between the west line of Section 6, T34N, R15E, the NW ¼ - NW ¼ thereof, and a line located 50 feet easterly of and parallel to a center line, as surveyed and located, said center line continues northerly from the last described course to the north line of the Town of Wabeno (Southwest).

IN TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WABENO (NORTHWEST PART), FOREST COUNTY.

A strip of land 100 feet inwidth lying 50 feet in width on either side of a center l ine, as surveyed and located, that runs northerly form the above described course from the south line of the Town of Wabeno (Northwest Part) through the W ½ - SW ¼ and the W ½ - NW ¼ of Section 31, T34N, R15E, to the north line of Section 31. Thence said center line continues northeasterly, as surveyed and located, through the W ½ - SW ¼, the NE ¼ - SW ¼, the W ½ - NW ¼ and the NW ¼ - NE ¼ of Section 30, T35N, R15E, to the north line of said SXction 30, Thence said center line continues northerly, as surveyed and located, through the W ½ - SE ¼ and the W ¼ - NE ¼ of Section 19, T35N, R15E, to the north line of said Section 19, T35N, R15E, to the north line of said Section 19 and the north line of the Town of Wabeno (Northwest Part).

IN TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BLACKWELL (SOUTHWEST PART), FOREST COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that runs northerly and northeasterly from the last described course from the south line of the Town of Blackwell (Southwest Part) through the W ½ - SE ¼, the SW ¼ - NE ¼ and the N ½ - NE ¼ of Section 18, T34N, R15E, to the north line of said Section 18 and a north line of the Town of Blackwell (Southwest Part).

IN TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LAONA (SOUTHEAST PART), FOREST COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues northeasterly, as surveyed and located, from the above-described course from a south line of the Town of Laona Through the E ½ - SE ¼ of Section 7, T35N, R15E to an east line of said Section 7.

IN TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BLACKWELL (SOUTHWEST PART), FOREST COUNTY.

A strip of land 100 feet inwidth lying 50 feet in width on either side of a center line as surveyed and located, running northwesterly on a curve to the left form the above-described course from a west line to a west line of the Town of Blackwell running through the NW ¼ - SW ¼ and the SW ¼ - NW ¼ of Section 8, T35N, R15E.

IN TOWNSHIP 35 NORTH, RNAGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LAONA (SOUTHEAST PART), FOREST COUNTY.

A strip of land 200 feet in width lying 100 feet inwidth on either side of a center line, as surveyed and located, running northwesterly form the above-described course from an east line of the Town of Laona through the E ½ - NE ¼ of Section 7, T35N, R15E, to the north line of said Section 7.

Also a strip of land 100 feet in width lying 50 feet in width on either side ofa center line, as surveyed and located, continuing northeasterly through the SE ¼ - SE ¼, the N ½ - SE ¼, the W ½ - NE ¼ and the NE ¼ - NW ¼ of Section 6, T35N, R15E, to the north line of said Section 6 and thenorth line of th e Town of Laona (Southeast Part).

IN TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LAONA (NORTHEAST PART), FOREST COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located , that continues northeasterly from the above-described course through the SE ¼ - SW ¼ of Section 31, T36N, R15E, to the west line of said SE ¼ -SW ¼.

Also a strip of land 300 feet in width lying 150 feet in width on either side of a center line, as surveyed and located, running northerly from the last described course through the W ½ - SW ¼ and the W ½ - NW ¼ of Section 31, T36N, R15E, to the north line of said Section 31.

Also a strip of land 100 feet in width lying 50 feet inwidth on either side of a center line, as surveyed and located, continuing northerly and northwesterly from the last described course through the W ½ - SW ¼ and the SW ¼ - NW ¼ of Section 30, T36N, R15E, to the west line of said Section 30,

IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LAONA (NORTHWEST PART), FOREST COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northwesterly from the above-described course through the E ½ - NE ¼ of Section 25, T36N, R14E, to the north line of said Section 25, Thence said center line continues northwesterly, as surveyed and located through the E ½ - SE ¼ and the NW ¼ - SE ¼ of Section 24, T36N, R14E, to the east-west one quarter line of said Section 24.

Also a strip of land 200 feet in width lying 50 feet in width on the southwesterly side and 150 feet in width on the northeasterly side of a center line, as surveyed and located, running northwesterly from the last described course through the W ½ - NE ¼

of Section 24, T36N, R14E, to the north line of said Section 24.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, continuing northerly from the last described course through the W ½ - SE ¼ and the W ½ - NE ¼ of Section 13, T36N, R14E, to the north line of said Section 13.

Also a strip of land 300 feet in width lying 50 feet inwidth on the westerly side and 250 feet in width on the easterly side of a center line, as surveyed and located, running northerly from the last described course through the SW ¼ - SE ¼ of Section 12, T36N, R14E, to the north line of said SW ¼ - SE ¼.

Also a strip of land 100 feet inwidth lying 50 feet in width on either side of a center line, as surveyed and located, running northerly form the last described course through the NW ¼ - SE ¼ and the W ½ - NE ¼ of Section 12, T36N, R14E, to the north line of said Section 12. Thence said center line continues northerly, as surveyed and located, through the W ½ - SE ¼ of Section 1, T36N, R14E, to the east-west one quarter line of said Section 1.

Also a strip of land 200 feet in width lying 100 feet in width on either side of a center line, as surveyed and located, running northerly through the SW ¼ - NE ¼ of Section 1, T36N, R14E, to the north line of said SW ¼ - NE ¼.

Also a strip of land 100 feet inwidth lying 50 feet in width on either side of a center line, as surveyed and located, running northerly through the NW ¼ - NE ¼ of Section 1, T36N, R14E, to the north line of said Section 1 and the north line of the Town of Laona (Northwest Part).

IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF CASWELL (WEST PART), FOREST COUNTY.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northerly form the above described course through the W ½ - SE ¼ of Section 36, T37N, R14E, to the east-west one quarter line of said Section 36.

Also a strip of land 200 feet in width lying 150 feet in width on the westerly side and 50 feet in width on the easterly side of a center line, as surveyed and located, running northerly from the last described course through the NE ¼ of Section 36. T37N, R14E, to the north line of said Section 36.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northerly through the E ½ - SE ¼ of Section 25, T37N, R14E, to the north line of said E ½ - SE ¼. Excepted from above is a 100 foot strip in the said SE ¼ - SE ¼ conveyed to Minneapolis Sault Ste. Marie and Atlantic Railway Co. in Volume 2 of Deeds, Page 546.

Also a strip of land 300 feet in width lying 200 feet in width on the westerly side and 100 feet on the easterly side of a center line, as surveyed and located, running northerly from the last described course through the SE ¼ - NE ¼ of Section 25, T37N, R14E, to the north line of said SE ¼ - NE ¼.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line as surveyed and located, running northerly from the last described course, through the NE ¼ - NE ¼ of Section 25, T37N, R14E, to the north line of said NE ¼ - NE ¼ and the north line of said Section 25.

Also a strip of land 100 feet in width lying 50 feet i width on either side of a c enter line, as surveyed and located, running northerly form the last described course through the E ½ - SE ¼ and the E ½ - NE ¼ of Section 24, T37N, R14E, to the north line of said Section 24 and the north line of the Town of Caswell (West Part).

IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ROSS (SOUTH PART).

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northwesterly form the last described course through the E ½ - SE ¼, the S ½ - NE ¼ and the NW ¼ - NE ¼ of Section 13, T37N, R14E, to the north line of said Section 13. Thence said center line, as surveyed and located, continues northwesterly through the W ½ - SE ¼, the W ½ - NE ¼ and the E ½ - NW ¼ of Section 12, T37N, R14E, to the north line of said Section 12. Thence said center line continues northwesterly through the E ½ - SW ¼, the NW ¼ - SW ¼ and the W ½ - NW ¼ of Section 1, T37N, R14E, to the west line of said Section 1. Thence said Center line continues northwesterly through the NE ¼ - NE ¼ of Section 2, T37N, R14E, to the north line of said Section 2 and the north line of the Town of Ross.

IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ROSS (NORTH PART).

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northwesterly form the last described course through the E ½ - SE ¼, the NW ¼ - SE ¼ and the SW ¼ - NE ¼ of Section 35, T38N, R14E, to the north line of said SW ¼ -NE ¼.

Also a strip of land lying between the west line of the NW ¼ - NE ¼ of Section 35, T38N, R14E, and a line located 100 feet easterly of and parallel to a center line, as surveyed and located, that continues northerly form the last described course through said NW ¼ - NE ¼ to the north line of said Section 35.

Also a strip of land lying between the west line of the SW ¼ - SE ¼ of Section 26, T38N, R14E, and a line located 100 feet easterly of and parallel to a center line, as surveyed and located, that continues northerly from the last described course through said SW ¼ - SE ¼ to its north line.

Also a strip of land 100 feet in width lying 50 feet inwidth on either side of a center line, as surveyed and located, running northerly from the last described course through the NW ¼ - SE ¼ and the W ½ - NE ¼ of Section 26, T38N, R14E, to the north line of said Section 26. Thence said center line as surveyed and located, continues northeasterly through the W ½ - SE ¼, the SW ¼ - NE ¼ and the E ½ - NE ¼ of Section 23, T38N, R14E, to the north line of said Section 23 and the north line of the Town of Ross (North Part).

IN TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF POPPLE RIVER (SOUTH PART), FOREST COUNTY.

A strip of land 100 feet in width lying 50 feet inwidth on either side of a center line, as surveyed and located, that continues northeasterly from the last described course through the SE ¼ - SE ¼ of Section 14, T38N, R14E, to the east line of said Section 14. Thence said center line, as surveyed and located, continues northeasterly from the last described course through the W ½ - SW ¼, the W ½ - NW ¼ and the NE ¼ - NW ¼ of Section 13, T38N, R14E, to the north line of said Section 13. Thence said center line, as surveyed and located, continues northeasterly and northerly from the last described course through the E ½ - SW ¼, the W ½ - SE ¼ and the W ½ - NE ¼ of Section 12, T38N, R14e, to the north line of said Section 12. Thence said center line, as surveyed andlocated, continues north form the last described course through the W ½ - SE ¼, the E ½ - NW ¼ and the W ½ - NE ¼ of Section 1, T38N, R14E, to the north line of said Section 1 and the north line of the Town of Popple River (South Part).

IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF POPPLE RIVER (NORTH PART) FOREST COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, that continues northeasterly from the last described course through the W ½ - SE ¼, the NE ¼ - SE ¼, the S ½ - NE ¼ and the NE ¼ - NE ¼ of Section 36, T39n, R14E, to the north line of said section 36. Thence said center line, as surveyed and located, continues northeasterly from the last described course through the southeast corner of th SE ¼ - SE ¼ of Section 25, T39N, R14E, to the east line of said Section 25, which is also the east line of the Town of Popple River and the east line of Froest County.

INTOWNSHIP 39 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LONG LAKE, FLORENCE COUNTY.

A strip of land 100 feet in iwdth lying 50 feet in width on either side of a center line, as surveyed and located, that runs northeasterly and northerly from the last described course, through the SW ¼ - SW ¼, Gov't. Lot 3, Gov't. Lot 2 and Gov't. Lot 1, SCction 30, T39N, R15E, to the north line of said Section 30.

Also a strip of land 250 feet in width lying 150 feet in width on the easterly side and 100 feet on the westerly side of a center line, as surveyed and located, running northeasterly from the last described course through Gov't. Lot 5 and Gov't. Lot 4, T39N, R15E, to the east-west one quarter line of Section 19 in the Village of Laona.

Also a strip of land 100 feet inwidth lying 50 feet in width on either side of a center line, as surveyed and located, running northeasterly and northerly from the last described course through Gov't. Lot 3 and the W ½ - NE ¼ of Section 19, T39N, R15E, to the north line of said Section 19. Thence said center line continues northeasterly on a curve to the right, as surveyed and located, from the last described course through the W ½ - SE ¼ of Section 18, T39N, R15E to the east line of said W ½ - SE ¼.

Also a strip of land 200 feet inwidth lying 150 feet in width on the northwesterly side and 50 feet on the southeasterly side of a center line, as surveyed and located, from the last described course through the NE ¼ - SE ¼ of Section 18, T39N, R15E, to the north land east lines of said NE ¼ - SE ¼.

Also a small triangular tract in the southeast corner of the SE ¼ - NE ¼ of Section 18, T39N, R15E, measured normal to a center line, as surveyed and located, from the last described course.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northeasterly and northerly on a curve to the left from the last described course through the NW ¼ - SW ¼ and the W ½ - NW ¼ of Section 17, T39N, R15E, to the north line of said Section 17. Thence said center line continues on a curvenortherly and northeasterly as surveyed and located, from the last described course through the W ½ - SW ¼, the S ½ - NW ¼, the NE ¼ - NW ¼ and the NW ¼ - NE ¼ of Section 8, T39N, R15E, to the north line of said Section 8.

Also a strip of land 125 feet in width lying 75 feet in width on the northwesterly side and 50 feet in iwdth on the southeasterly side of a center line, as surveyed and located, running northeasterly from the last described course through the SW ¼ - SE ¼ of Section 5, T29N, R15E, to the northline of said SW ¼ - SE ¼.

Also a strip of land 200 feet in width lying 100 feet in width on either side of a c enter line, as surveyed and located, running northeasterly from the last described course through the N ½ - SE ¼ of Section 5, T29N, R15E, to the east-West one quarter line of said Section 5.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northeasterly from the last described course through the E ½ - NE ¼ of SXction 5, T39 N, R15E, to the north likne of said Section 5,

IN TOWNSHIP 40 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF TIPLER (SOUTH PART), FLORENCE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northerly from the last described course through E ½ - SE ¼ and the E ½ - NE ¼ of Section 32, T40N, R15E, to the east line of said Section 32.

Also a strip of land 100 feet inwidth lying 50 feet in feet in width on either side of a center line, as surveyed and located, running northerly through the NW ¼ - NW ¼ of Section 33, T40N, R15E, to the northline of said Section 33. Thence said center line continues northerly, as surveyed and located, from the last described course through the W ½ - SW ¼ and the SW ¼ - NW ¼, of Section 28, T40N, R15E.

Also a strip of land 250 feet in width lying 100 feet in width on the Seasterly side and 150 feet iniwdth on the westerly side of center line, as surveyed and located, running northwesterly through the NW ¼ - NW ¼ of Section 28 and the NE ¼ - NE ¼ of Section 29, all in T40N, R15E, to the north line of said Section 29.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northwesterly from the last described course through the E ½ - SE ¼ and the E ½ - NE ¼ of Section 20, T40N, R15E, to the north line of said Section 20. Thence said center line continues northeasterly from the last described course through the E ½ - SE ¼, T40N, R15E, to the e ast-west one quarter line of said Section 17.

Also a strip of land 200 feet in iwdth lying 100 feet in width on either side of a center line, as surveyed and located, running nfortheasterly from the last described course through the E ½ - NE ¼ of Section 17, T40N, R15E, to the SE ¼ - SE ¼ of said Section 17.

Also a triangular tract of land in the southeast corner of the SE ¼ - SE ¼ of Section 8, T40N, R15E, lying between the south and east lines of said Section 8 anda line located 50 feet northwesterly of and parallel to a center line as surveyed and located, running northeasterly from the last described course to the east line of said Section 8.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed andlocated, running northeasterly from the last described course through the W ½ - SW ¼, the SW ¼ - NW ¼, the E ½ - NW ¼ and the NW ¼ - NE ¼ of Section 9, T40N, R15E, to the north line of said Section 9. Thence said center line continues northeasterly, as surveyed and located, from the last described course through the SW ¼ - SE ¼ and the E ½ - SE ¼ of Section 4, T40N, R15E, to the east line of said Section 4. Thence said center line continues, northeasterly assurveyed and located, from the last described course through the N ½ - SW ¼, the S ½ - NW ¼, the W ½ NE ¼ and the NE ¼ - NE ¼ of Section 3, T40N, R15E, to the north line of said Section 3 and the north line of the Town of Tipler (South Part).

IN TOWNSHIP 41 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF TIPLER (NORTH PART), FLORENCE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line, as surveyed and located, running northeasterly from the last described course through the SE ¼ - SW ¼, the W ½ - SE ¼, the S ½ - NE ¼ and the NE ¼ - NE ¼ of Section 35, T41N, R15E, to the north line of said Section 35. Thence said center line continues, as surveyed and located, northeasterly through the SE ¼ - SE ¼ and Gov't. Lot 1 of Section 26, T41N, R15E, to the east line of said Gov't. Lot 1. Thence said center line continues, as surveyed and located, northeasterly Through the NW ¼ - SW ¼ and Gov't. Lot 1 of Section 25, T41N, R15E, to the north line of said Gov't. Lot 1, which is the Wisconsin-Michigan State Line in the Center of the Brule River.

Said parcel, tract or strip of land contains 1,290 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State
Received this 7th day of August A. D. 19 79 at 79 o'clock AM. and recorded in Vol. 51 of RRM on page 121/126
Secretary of State

THIS INDENTURE, Made by THE LAKE SUPERIOR TERMINAL AND TRANSFER RAILWAY COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of DOUGLAS County, Wisconsin, hereby conveys and warrants to THE STATE OF WISCONSIN

Grantee, for the sum of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS.

All that part of Gov't Lots 3 & r, Section 16, T. 49 N., R. 14 W., Bounded as follows:

Commencing at the center one-quarter corner of said Sec. 16; thence N. 88° 11' 58" W. 1159.99', thence S. 16° 43' 59" E., 140.39'; thence S. 73' 16' 01" W., 190' to the point of beginning; thence N16° 12' 47" W. 505.25' to the point of curvature of a 3° - 3' 40" curve whose long chord bears N. 54° 19' 41" W., thence northwesterly along the arch of said curve 987.42'; thence N. 17° 16' 01" E. 200'; thence southeasterly along the arc of a 3° 17' 55" curve whose long chord bears S. 54° 19' 41" E., 1115.91'; thence S. 32° 59' 36" E., 594.77'; thence S. 73° 16' 01" W., 360' to the point of beginning.

Said parcel contains 0.34 acres, more or less. No right of access shall accrue between remaining contiguous property of the grantor and the highway currently designated as USH 2.

The consideration stated herein is payment infull for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order of orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19 Wisconsin Statutes, has not been included. If a such items are shown to exist the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by W. S. BYRNE, its President, and countersigned by K. V. MARTHE, its Secretary, at SUPERIOR, Wisconsin, and its corporate seal to be hereunto affixed, this 9 day of JULY, A.D., 19 79.

Signed and Sealed in Presence of

SUSAN CARLSON /s/

(S E A L)

ROBERT H. GEE /s/

SUSAN CARLSON /s/

ROBERT H. GEE /s/

LAKE SUPERIOR TERMINAL TRANSFER RAILWAY COMPANY
Corporate Name

W.S. BYRNE /s/
President

Countersigned:

K. V. MARTHE /s/
Secretary

STATE OF WISCONSIN

DOUGLAS County SS.

Personally cam before me, this 9 day of JULY, A. D., 19 79

W. S. BYRNE, President, and

K. V. MARTHE, 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 Presiden and Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

ROBERT H. GEE /s/ (S E A L)

ROBERT H. GEE

(SEAL) Notary Public, DOUGLAS County, Wisconsin. My commission is permanent.

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of August A. D. 19 79 at 10 o'clock A M. and recorded in Vol. 51 off RRM on page 130
Secretary of State

Executed in 15 counterparts of
which this is Counterpart No. 11

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain lease of Railraod Equipment dated May 1, 1964, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated May 1, 1964, creating an equipment trust designated "GREAT NORTHERN RAILWAY SECOND EQUIPMENT TRUST OF 1964", by and among Burlington Equipment Company, First National City Bank (Now Citibank, N.A.) and Great Northern Railway Company (now by merger Burlinton Northern Inc.), did lease upon certain terms and conditions as set fourth 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 May 7, 1964, ICC Recordation No. 2880, and certain items of railroad equipment were added to said Lease by Supplemental Lease of Equipment dated and recorded as follows:

Supplemental Lease dated May 20, 1966, recorded with the Interstate Commerce Commission on June 6, 1966, ICC Recordation No. 2880-A

Supplemental Lease dated January 20, 1967, recorded with the Interstate Commerce Commission on February 8, 1967, Icc Recordation No. 2880-B.

Supplemental Lease dated June 16, 1969, recorded with the Interstate Commerce Commission on June 16, 1969, Icc Recordation No. 2880-C

Supplemental Lease dated March 20, 1975, recorded with the Interstate Commerce Commission on April 28, 1975, ICC Recordation No. 2880-E

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 May 1, 1964, 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 following 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:

No. of UNITS	Description of EQUIPMENT	ROAD NOS.
96	52'6" 70-ton, fixed-end, solid-bottom steel gondola cars	GN 78900-78905, 78907-78912, 78914 (BN 559714), 78915-78926, 78927 (BN 559727), 78928-78941, 78943-78987, 78989-78996, 78997 (BN 559797), 78998-78999
1	Gondola car	78407
49	25,000-gallon tank cars	100050-100089, 100091-100099
1	Flat car	160536
24	60' 70-ton cast steel flat cars	160010-160028, 160030-160033, 160034 (BN 616084)
48	100-ton, 4,500 cu. ft. capacity steel covered hopper cars	171050-171058, 171059 (BN 451059), 171060-171063, 171064 (BN 451064), 171065 (BN 451065) 171066-171070, 171071 (BN 451071), 171072-171083, 171084 (BN 451084), 171085-171086, 171088-171092, 171094-171099

No. of Units	Description of Equipment	Road Nos.
47	100-ton, 4,650 cu. ft. capacity steel covered hopper cars	171100, 171101 (BN 454701), 171102-171103, 171104 (BN 454704), 171105, 171106 (BN 454706), 171107, 171108 (BN 454708), 171110-171111, 171112 (BN 454712), 171113 (BN 454713), 171114 (BN 454714), 171116-171121, 171122 (BN 454722), 171123-177726, 171127 (BN 454727), 171128 (BN 454728), 171129 (BN 454729), 171130-171148
1	Airslide covered hopper car	71671
1	Tank car	FWD 875031

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 togerther 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 corportae seal to be hereunto affixed and attested by its officers thereunto duly authorized this 2nd day of AUGUST, 1979.

CITIBANK, N.A.

(SEAL)

By RALPH E. JOHNSON /s/
Senior Trust Officer

ATTEST:

/s/
Trust Officer

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

On this 2nd day of AUGUST, 1979, 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.

(NOTARIAL SEAL)

ALICE H. SHAW /s/
Notary Public, State of New York No. 24-4646218
Qualified in Kings County Cert. filed in New York
County Term Expires March 30, 1981

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of August A. D. 1979 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 131-132
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, the 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 o f 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 irght, 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, inand to the property situated in the Counties of Trempealeau, Buffalo and monroe, and the State of Wisconsin----------

and described as follows, to wit:

IN TOWNSHIP 18 NORTH, RANGE 9 WEST AND IN TOWNSHIP 18 NORTH, RANGE 10 WEST OF THE FOURTH PRINCIPAL MERIDIAN, TREMPEALEAU COUNTY, WISCONSIN:

A parcel of land in township 18 North, Range 9 West, Section 22 in the Southwest Quarter of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northwest Quarter and in Section 21 in the Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, Northwest Quarter of the Northwest Quarter and in Section 16 in the Southeast Quarter of the Southwest Quarter, Southwest Quarter of the Southwest Quarter and in Section 17 in the Southeast Quarter of the Southeast Quarter, Southwest Quarter of the Southeast Quarter, Northwest Quarter of the Southeast Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quater of the Southwest Quarter, Southeast Quarter of the Northwest Quarter, Southwest Quarter of the Northwest Quarter and in Section 18 in the Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter and in Section 7 in the Southwest Quarter of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, and in Township 18 North, Range 10 West in Section 12 in the Southeast Quarter of the Northeast Quarter, Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter and in Section 1 in the Southwest Quaeter of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Northeast Quarter of the Southwest Quarter, Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northwest Quarter, and in Section 2, in the Southeast Quarter of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter and in Government Lot 2 thereof located from a reference line described as follows:

Commencin at a point located S 20° 04' 50" W 238.54 feet from the south one-quarter corner of Section 16 Township 18 North, Range 9 West thereof, said point of commencement being on a curve concave to the southwest and having a radius of 2864.79 feet, the radius at said point of commencement bearing S 20° 04' 50W, thence southeasterly along said curve 674.51 feet, thence S 56° 25' 46" E 3483.03 feet to the point of a curve concave to the southwest and having a radius of 2864.79 feet, thence southeasterly along said curve 949.09 feet, thence S 37° 26' 51" E 2391.59 feet to the point of beginning; thence N 37° 26' 51" W 2391.59 feet to the point of a curve concave to the southwest and having a radius of 2864.79 feet, thence northwesterly along said curve 949.09 feet, thence N 56° 25' 46" W 3483.03 feet to the point ofa curve concave to the southwest and having a radius of 2864.79 feet, thence northwesterly along said curve 1365.71 feet, thence N 83° 44' 36" W 849. 08 feet to the point of a curve concave to the northeast and having a radius of 5729.6 feet, thence northwesterly along said curve 1596.36 feet, thence N 67° 46' 47" W 879.39 feet to the point of a curve concave to the northeast and having a radius of 5729.6 feet, thence northwesterly along said curve 2245.67 feet thence N 45° 19' 23" W 2221.76 feet to the point of a curve concave to the southwest and having a radius of 4774.65 feet, thence northwesterly along said curve 842.94 feet, thence N 55° 26' 18"W 667.10 feet to the point ofa curve concave to the southwest and having a radius of 2864.79 feet, thence northwesterly along said curve 925.97 feet, thence N 73° 57' 28" W 129.93 feet to the point ofa curve concave to the northeast and having a radius of 2864.79 feet, thence northwesterly along said curve 1794.86 feet, thence N 38° 03' 38" W 2571.38 feet to the point of a curve concave to the southwest and having a radius of 5208.7 feet, thence northwesterly along said curve 1159.53 feet, thence N 49o 39' 21"W 2367.61 feet to the point ofa curve concave to the northeast and having a radius of 5729.6 feet, thence northwesterly along said curve 808.72 feet, thence N 41° 34' 08"W

2644.88 feet to the point of a curve concave to the southwest and having a radius of 3819.7 feet, thence northwesterly along said curve 1609.17 feet thence N 65° 42' 23" W 4735.24 feet to the center of the Trempealeau River.

Said parcel being a uniform 100 feet in width, 50 feet lying to either side of the reference line except in the West Half of the Southwest Quarter of the Northwest Quarter, Section 22, Township 18 North, Range 9 West, where the parcel is 75 feet wide, 50 feet lying to the northeast and 25 feet to the southwest of the reference line.

Said parcel contains 83.16 acres, more or less. Intending to convey all that land of the Chicago and North Western Transportation Company b etween Railroad Station 7718 + 50.

IN TOWNSHIP 18 NORTH, RANGE 10 WEST AND IN TOWNSHIP 19 NORTH, RANGE 10 WEST OF THE FOURTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, WISCONSIN:

A parcel of land in Township 18 North, Range 10 West, Section 3 in the Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, and Northwest Quarter of the Northwest Quarter; Sectin 4 in Northeast Quarter of the Northeast Quarter, Northwest Quarter of the Northeast Quarter, Northeast Quarter of the Northwest Quarter, and Northwest Quarter of the Northwest Quarter; Section 5 in Northeast Quaerter of the Northeast Quae-ter and Government Lot 2. Also in Township 19 North, Range 10 West, Section 31 in Southeast Quarter of the Southeast Quarter, Government Lot 1, Government Lot 2 and Government Lot 4; Section 32 in Southwest Quarter of the Southwest Quarter, Southeast Quarter ofthe Southwest Quarter and Southwest Quarter of the Southeast Quarter; Section 34 in Southwest Quarter of the Southeast Quarter.

Said parcel includes that land ofthe owner contained within the followidng described traverse: Beginning at a point S 01° 52' 06"W 948.90 feet from the West Quarter corner of Section 31, Township 19 North, Range 10 WLst, thence S 67° 28' 59" E 925.64 feet to a point, thence S 81° 59' 29"E 810.71 feet to a point, thence S 01° 34' 32"E 93.73 feet to a point, thence S 81° 38' 51" E 276.94 feet to a point, thence S 76° 66' 51"E 595.66 feet to a point of a curve concave to the northeast and having a radius of 2864.79 feet (from said point the long chord bears S 79° 29' 51"E 338.11 feet) thence along the arc of said curve 338.37 feet to a point, thence S 82° 52' 49"E 1164.76 feet to a point of a curve cencave to the north and having a radius of 2864.16 feet (from said point the long chord bears S 86° 16' 37" E 339.45 feet) thence along the arc of said curve 339.65 feet to a point, thence S 89° 40' 25" E 352.54 feet to a point of a curve concave to the south and having a radius of 2864.79 feet (from said point the long chord bears S 86° 16' 07" E 340.28 feet) thence along the arc of said curve 340.48 feet to a point, thence S 82° 51' 49" E 203.25 feet to a point, thence S 82° 51' 50" E 1819.59 feet to a point, thence N 09° 21' 01" E 8.50 feet to a point of curve concave to the southwest and having a radius of 1432.39 feet (from said point the long chord bears S 76° 05' 15" E 338.02 feet) thence southeasterly along the arc of said curve right 338.81 feet to a point, thence S 69° 24' 05" E 268.50 feet to a point, thence S 15° 12' 38" W 8.00 feet to a point, thence S 69° 13' 57"E 243.07 feet to a point, thence S 69° 24' 30" E 580.04 feet to a point of curve concave to the northeast and having a radius of 5729. 58 feet (from said point the long chord bears S 76° 28' 30" E 1409.81 feet), thence southeasterly along the arc of said curve left 1424.17 feet to a point, thence N 74° 45' 49" E 131.78 feet to a point, thence S 81° 34' 04"E 201.0 feet to a point, thence S 87° 16' 43" E 545.0 feet to a point, thence N 82° 51' 31"E 1280.02 feet to a point, thence S 68° 57' 37" E 760.0 feet to a point, thence S 87° 36' 44"E 509.48 feet to a point, thence N 0° 42' 57"E 117.05 feet to a point, thence N 59° 27' 32"E 202.0 feet to a point, thence S 87° 30' 38"E 200.0 feet to a point, thence S 50° 06' 19"E 214.01 feet to a point, thence S 02° 29' 22" W 96.15 feet to a point, thence S 87° 36' 45"E 173.57 feet to a point, thence S 0° 35' 00"W 8.25 feet to a point. thence S 87° 35' 50"E 378.19 feet to a point, thence N 0° 35' 00"E 8.25 feet to a point, thence S 87° 19' 58"E 310.98 feet to a point of curve concave to the north and having a radius of 5729.58 feet (from said point the long chord bears S 88° 09' 16"E 164.20 feet), thence easterly along the arc of said curve 164.23 feet to a point, thence N 49° 42' 24" E 99.19 feet to a point, thence S 89° 24' 56"E 325.0 feet to apoint, thence S 0° 35' 04"W 58.15 feet to a point, thence N 89° 12' 00"E 2100.79 feet to a point of curve concave to the north and having a radius of 2554.85 feet (from said point the long chord bears N87° 27' 02"E 139.77 feet) thence northeasterly along the arc of said curve left 139.78 feet to a point, thence N73° 14' 10"E 140.73 feet to a point of curve concave to the northwest and having a radius of 3699.72 feet (from said point the long chord bears N 75° 33' 45"E 580.55 feet) thence northeasterly along the arc of said curve left 581.15 feet to a point, thence S 18° 56' 15"E 33.42 feet to a point of curve concave to the northwest and having a radius of 3863.02 feet (from said point the long chord bears N 67° 11' 57"E 371.37 feet), thence northeasterly along the arc of said curve left 371.52 feet to apoint of curve concave to the northwest and having a radius of 3863.02 feet (from said point the long chord bears N 62° 33' 25"E 276.75 feet) thence northeasterly along the arc of said curve left 277.02 feet to a point of curve concave to the northwest and having a radius of 7294.46 feet (from said point the long chord bears N 59° 16' 26"E 270.79 feet), thence northeasterly along the arc of said curve left 270.80 feet to a point, thence N 63° 24' 31"E 211.24 feet a point,

thence N 58° 55' 44" E 681.83 feet to a point, thence S 20° 10' 37" E 145.44 feet to a point, thence S 43° 53' 42" W 184.27 feet to a point of curve concave to the southeast and having a radius of 1110.00 feet (from said point the long chord bears S 66° 07' 13" W 260.12 feet), thence southwesterly along the arc of said curve left 260.72 feet to a point, thence S 59° 40' 05"W 834.78 feet to a point of curve concave to the northwest and having a radius of 2864.79 feet (from said point the long chord bears S 61° 47' 28"W 237.88 feet), thence southwesterly along the arc of said curve right 239.96 feet to a point of curve concave to the northwest and having a radius of 2864.79 feet (from said point the long chord bears S 76° 48' 10"W 1251.06 feet), thence southwesterly along the arc of said curve right 1261.23 feet to a point, thence S 89° 24' 54"W 2347.14 feet to a point, thence N 89° 09' 55"W 282.61 feet to a point, thence N 87° 45' 03"W 4742.76 feet to a point of curve concave to the northeast and having a radius of 2864.79 feet (from said point the long chord bears N 79° 45' 28" W 796.68 feet), thence northwesterly along the arc of said curve right 799.27 feet to a point, thence N71° 45' 54"W 854.62 feet to a point of curve concave to the southwest and having a radius of 5729.58 feet (from said point the long chord bears N76° 15' 37"W 898.13 feet), thence northwesterly along the arc of said curve left 899.06 feet to a point, thence N 80° 45' 20"W 2112.24 feet to a point, thence S 82° 16' 10"W 49.54 feet to a point, thence N 83° 23' 46"W 1000.0 feet to a point, thence S 61° 36' 44"W 122.07 feet to a point, thence N 83° 23' 46"W 232.0 feet to a point, thence N 24° 13' 34"W 89.19 feet to a point, thence N 83° 23' 46"W 115.0 feet to a point, thence S 06° 36' 14"W 25.0 feet to a point, thenc N 83° 23' 46"W 1080.0 feet to a point, thence N 85° 21' 33"W 335.08 feet to a point of a curve concave to the northeast and having a radius of 5729.58 feet (from said point the long chord bears N 75° 39' 43"W 1386.05 feet), thence along the arc of said curve 1388.82 feet to a point, thence S 89° 45' 53"W 345.74 feet to a point, thence N 66° 35' 52"W 683.01 feet to a point, thence N62° 39' 53"W 65.42 feet to a point, thence N 01° 52' 06"E 331.67 feet to the point of beginning of this traverse.

ALSO: A parcel of land in Township 18 North, Range 10 west, Section 2 in Government Lot 1; Section 3 in Government Lot 4 and in Township 19 North, R nge 10 West, Section 34 in the Southeast Quarter of the Southeast Quarter and Section 35 in Government Lot 10 being a uniform 100 feet in width, 50 feet lying to the South of the following described reference line:

Commencing at a point located S 0° 08' 57"E 234.90 feet from the south quarter corner of Section 34, Township 19 North, Range 10 West; said point being point of a curve concave to the northwest and having a radius of 2814.79 feet (from said point the long chord bears S 61° 38' 32"W 221.02 feet, thence northeasterly along the arc of said curve left 221.08 feet, thence N 59° 23' 29"E 739.7 feet to the point of beginning, said point being point of curve concave to the south and having a radius of 1273.2 feet, thence easterly along the arc of said curve right 1236.3 feet to a point, thence S 65°10' 05"E 1000.0 feet to the centerline of the Trempealeau River.

ALSO: A parcel of land in Township 19 North, Range 10 West, Section 31 in Government Lot 2 and Government Lot 4 and in Township 18 North, Range 10 West, Section 6 in the Northwest Quarter of the Northwest Quarter being a uniform 100 feet in width, 50 feet lying to each side of the following described reference line:

Commencing at a point located S 0° 41' 57"W 2165.04 feet from the east quarter corner of said Section 31, thence N 80° 45' 20"W 354.0 feet to the point of a curve concave to the southwest and having a radius of 5729.6 feet, thence northwesterly along the arc of said curve 250.0 feet to apoint, thence N 83° 21' 24"W 2039.0 feet to the point of beginning, said point being point of a curve concave to the southeast and having a radius of 1909.8 feet, thence southwesterly along the arc of said curve left 1660.0 feet to a point hereinafter referred to as Point "A", thence S 45° 34' 53"W 2520.0 feet.

ALSO: A parcel of land in Township 18 North, Range 11 West, Section 1 in the Northeast Quarter of the Northeast Quarter, Government Lot 1 and Government Lot 2. Said parcel consists of all that land of the owner lying northwest of a line located 250.0 feet southeast of and parallel to the following. described reference line: Beginning at the aforelocated point "A"; thence S 45° 34' 53"W 2520.0 feet to the point of a curve concave to the southeast and having a radius of 1909.8 feet, thence southwesterly along the arc of said curve left 775.0 feet to a point, thence S 22° 18' 02"W 525.0 feet.

Said parcels contain 156.84 acres, more or less.

IN TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE FOURTH PRINCIPAL MERIDIAN, MONROE COUNTY, WISCONSIN:

A parcel of land in Township 18 North, Range 2 West, Section 26, in the Southwest Quarter of the Northwest Quater Southeast Quarter of the Northwest Quarter, Southwest Quarter of the Northeast Quarter and in Section 27 in the Southeast Quarter of the Northeast Quarter thereof, consisting of all that land lying south of the south line of present STH 21 as laid out and traveled on March 1, 1979 and north of a line located 100 feet south of and parallel to the following described reference line: Commencing on the west line of said Section 26 at a point located 730 feet south of the northwest corner of said Southwest Quarter of the Northwest Quarter: thence S 67° 58' W 236 feet to the point of beginning; thence N 67° 58'E 653.1 feet to the point of a curve concave to the south and having a radius of 2,865.0 feet; thence easterly along said curve and reference line 1561.7 feet; thence S 80° 48' E 882.8 feet. Said parcel contains 2.05 acres, more or less.

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 9th day of JULY , A.D., Nineteen Hundred and Seventy-nine.

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

By J. R. GRIMES /s/
Vice President

(S E A L)

ATTEST:

J. H. SCHMELTZER /s/
Trust Officer

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

R. C. KECH /s/

R. MICGHELL /s/

STATE OF WISCONSIN } ss.
Department of State
Received this 23rd day of August A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 133-136
/s/ Secretary of State

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, C. SZARZYNSKI 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 J. H. SCHMELTZER 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 CHICAGO, ILLINOIS and that J. H. SCHMELTZER resides 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 fo 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 9th day of JULY A.D., Ninetee Hundred and Seventy-nine.

C. SZARZYNSKI /s/
NOTARY PUBLIC
In and for the County of Cook in the State of Illinois *(S E A L)*

My Commission as such
Notary Public Expires: NOVEMBER 23, 1981

Executed in 15 counterparts of
which this is counterpart No. 2

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain Lease of Railroad Equipment dated March 1, 1964, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated as of March 1, 1964, creating an equipment trust designated "Great Northern Equipment Trust of 1964" by and among Burlington Equipment Comapny, First National City Bank (Now Citibank, N.A.) and Great Northern Railway (Now by merger Burlington Northern In.) did lease upon certain terms and conditions as set forth in said Lease of Railroad Equipment to Great Northern Railway (therein called "Company" and now by merger, Burlington Northern Inc.) hereinafter referred to as party of the second part, the railroad equipment described therin.

WHEREAS, said Lease together with the related Agreement, was recorded with the Interstate Commerce Commission on March 8, 1964, ICC Recordation No. 2817, and certain items of railroad equipment were added to said Lease by Supplemental Lease of Equipment dated and recorded as follows:

Supplemental Lease dated December 8, 1964, recorded with the Interstate Commerce Commission on January 5, 1965, ICC Recordation No. 2817-A.

Supplemental Lease dated September 13, 1966, recorded with the Interstate Commerce Commerce Commission on September 28, 1966, ICC Recordation No. 2817-B.

Supplemental Lease dated June 16, 1969, recorded with the Interstate Commerce Commission on July 3, 1969, ICC Recordation No. 2817-C

Supplemental Lease dated November 3, 1971, recorded with the Interstate Commerce Commission on December 10, 1971, ICC Recordation No. 2817-E.

Supplemental Lease dated September 19, 1972, recorded with the Interstate Commerce Commission on November 6, 1972, ICC Recordation No. 2817-F .

Supplemental Lease dated October 15, 1974, recorded with the Interstate Commerce Commission on December 13, 1974, ICC Recordation No. 2817-H.

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 E quipment Trust dated as of March 1, 1964, 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 following railroad equipment described in said Lease of 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 Citbank, N.A. in any event:

No. of Units	Description	Numbered
9	2500 HP Road Locomotives	GN 3017 (BN 2500), 3018 (BN 2501), 3019 (BN 2502), 3020 (BN 2503), 3021 (BN 2504), 3022 (BN 2505), 3023 (BN 2506), 3024 (BN 2507), 3025 (BN 2508),
9	2500 HP Road Locomotives	2500 (BN 5400), 2501 (BN 5401), 2502 (BN 5402), 2503 (BN 5403), 2504 (BN 5404), 2505 (BN 5405), 2506 (BN 5406), 2507 (BN 5407), 2508 (BN 5408).
200	Box Cars	36800-36825, 36826 (BN 221026),

No. of Units	Description	Numbered
200	Box Cars	36827-36829, 36830 (BN 221030), 36831, 36832 (BN 221032), 36833-36836, 36837 (BN 221037), 36838 (BN 221038), 36839-36840, 36841 (BN 221041), 36842 (BN 221042), 36843, 36844 (BN 230044), 36846-36848, 36849 (BN 221049), 36851-36854, 36855 (BN 221055), 36856, 36857 (BN 221057), 36858-36865, 36867-36869, 36870 (BN 221070), 36872-36875, 36876 (BN 221076), 36877, 36878 (BN 221078), 36879-36883, 36884 (BN 221084), 36886-36892, 36893 (BN 221093), 36895-36897, 36899, 36900, 36902-36905, 36906 (BN 230106), 36907-36908, 36910 (BN 221110), 36911-36912, 36913 (BN 221113), 36914-36915, 36916 (BN 221116), 36917 (BN 230117), 36918-36923, 36924 (BN 221124), 36925-36930, 36931 (BN 320131), 36933-36941, 36942 (BN 221142), 36944-36948, 36949 (BN 230149), 36950, 36952-36953, 36954 (BN 221154), 36955-36956, 36957 (BN 221157), 36858-36963, 36965, 36966 (BN 221166), 36967-36970, 36971 (BN 221171), 36972-36974, 36975 (BN 221175), 36976-36977, 36978 (BN 221178), 36979 (BN 221179), 36980-36981, 36982 (BN 221182), 36983-36994, 36995 (BN 221155), 36996 (221196), 36997-36999.
1	Box Car	139506
2	Flat Cars	160508-160509
1	Covered Hopper car	71670
1	Airslide Car	BN 413317
1	Open Top Hopper Car	BN 520605
1	Covered Hopper Car	BN 410388

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 suscribed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this 12th day of SEPTEMBER, 1979.

CITIBANK, N.A.

By RALPH E. JOHNSON /s/
Senior Trust Officer

(SEAL)

ATTEST:

/s/
Trust Officer

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

On this 12th day of SEPTEMBER, 1979, 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 acckowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

ENZO L. CARBOCCI /s/
Notary Public, State of New York
No. 43-5605595
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1980

(NOTARIAL SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of September A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 137-139
Secretary of State

WARRANTY DEED

THIS INDENTURE, Made this 21st day of SEPTEMBER A.D., 1979, between HILLSBORO AND NORTHEASTERN RAILWAY COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at HILLSBORO Wisconsin, party of the first part and HILLSBORO FARMERS COOPERATIVE WAREHOUSE, A Wisconsin cooperative association, part Y of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOODS AND VALUABLE CONSIDERATION to it paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed,and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part Y of the second part its successors and assigns forever, the following described real estate situated in the County of VERNON and State of Wisconsin, to-wit:

A part of the East One-half (E½) of the Northeast Quarter (NE ¼) of Section 35, Township 14 North, RAnge 1 East, City of Hillsboro, Vernon County, Wisconsin, which is bounded by a line described as follows: Commencing at the southwest corner of Lot 3, Block 3 of "Klopfleisch's Addition to the City of Hillsboro"; thence South 50 degrees 55 minutes 55 seconds East, 70.00 feet to a point on the southeasterly right-of-way line of Crest Avenue; thence North 39 degrees 04 minutes 05 seconds East, 1.55 feet along the southeasterly right-of-way line of crest Ave. to an iron rod; thence South 48 degrees 47 minutes East 192.61 feet to an iron rod; thence North 51 degrees 56 minutes 32 seconds East 100 feet to an iron rod and the point of beginning of this description; thence South 51 degrees 56 minutes 32 seconds East 100 feet; thence South 48 degrees 47 minutes East 117.23 feet to an iron pipe; thence North 51 degrees East 100 feet to a point marked by an iron rod; thence northwesterly to the point of beginning.

Subject to easements of records, and reserving to Grantor its rights in the spur line traversing said tract.

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 hereditaments and appurtenances, unto the said part Y of the second part, and to its successors and assigns FOREVER.

AND THE SAID Hillsboro and Northeastern Railway Company, a Wisconsin Corporation, party of the first part, for itself and its successors, does convenant, grant, bargain and agree to and with the said part Y of the second part its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANTY AND DEFEND.

IN WITNESS WHEREOF, the said Hillsboro and Northeastern Railway Company party of the first part, has caused these presents to be signed by Raymond S. Knower, its President, and countersigned by Ralph W. Knower its Secretary at Elroy, Wisconsin, and its corporate seal to be hereunto affixed, this 21st day of SEPTEMBER A, D., 1979.

HILLSBORO AND NORTHEASTER RAILWAY COMPANY
Corporate Name

RAYMOND S. KNOWER /s/
President
COUNTERSIGNED:
RALPH W. KNOWER /s/
Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF JUNEAU)

Personally came before me, this 21st day of SEPTEMBER A.D., 1979, RAYMOND S. KNOWER, President, and RALPH W. KNOWER 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 Croporation, by its authority.

WALLACE A. BRADY /s/
Notary Public Juneau County, Wisconsin
My Commission is Permanent.

(S E A L)

This instrument drafted by
Wallace A. Brady Law Offices
By Wallace A. Brady
Post Office Box 26
Elroy, WI 53929

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of October A. D. 19 79 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 139-140
Secretary of State

EASEMENT DEED NO. 81525

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware Corporation, for the consideration of FIVE HUNDRED AND NO/100 DALLARS ($500.00), Grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to THE CITY OF MANITOWOC, WISCONSIN GRANTEE, under, upon, and across the following described real estate situated in the County of Manitowoc, and the State of Wisconsin, to wit:

A parcel of land part in the Southeast Quarter of the Northeast Quarter, and part in the Northeast Quarter of the Southeast Quarter, Section 36, Township 19 North, Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin, which includes all land of the grantor contained in the following described traverse: Commencing at the East Quarter corner of said Section 36; thence S 88° 08' 06" W 623. 14 feet along the North Line of said Southeast Quarter to the East line of the Chicago and North Western Transportation Company right-of-way and the point of beginning; thence N 01° 56' 29" W along said East right-of-way 49.95 feet; thence S 88° 10' 03" W 66.09 feet to the West right-a-way line of the Chicago and North Western Transportation Company; thence S 01° 55' 48" E along said West right-of-way 100.06 feet; thence N88° 05' 10" E 66.11 feet to said East right-of-way line; thence N01° 56' 29" W along said East line 50.01 feet to the point of beginning. Said parcel contains 0.15 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.

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 the first instance 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 14th day of SEPTEMBER, 1979

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Signed, Sealed and Delivered
in Presence of:

JANET PILLOW /s/

LAURA CULBERTSON /s/

By ROBERT W. MICKEY, /s/
Vice President

(S E A L)

ATTEST DIANE KOHLER-RAUSCH /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH, 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 14th of September, 1979.

RICHARD S. KENNERLEY
Notary Public, in and for the County of Cook
in the State of Illinois

(S E A L)

My Commission Expires: November 8, 1980

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 this 25th day of
OCTOBER A. D. 19 79 at 10
o'clock A. M. and recorded in Vol.
51 of RRM
on page 140-141
Secretary of State

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, Debotor, for and in consideration of the sum of $19,625.00, 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 liens and claims as provided in said Order No. 19, unto STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, easements on, over and across described lands, as follows:

Air Rights Easement

A permanent easement for purposes of the construction, reconstruction, maintenance and operation of the 27th Street Viaduct (Structure B-40-513), above a height of 23 feet from top of rail elevation as existed on January 1, 1979 or, in the absence of rail, the ground line elevation as existed on January 1, 1979 across that part of those lands delineated in Description No. 1 below lying between a line located 60 feet west of , and a line located 60 feet east of, as measured at right angles to, a reference line delineated in Description No. 2, below.

Description No. 1:

Those lands of the Chicago, Milwaukee, SC. Paul and Pacific Railroad Company Lying within the northeast one quarter of Section 36, and the southeast one quarter of Section 25, in Township 7 North, RAnge 21 East, also, the northwest one quarter of Section 31 and the southwest one quarter of Section 30, in Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, S tate of Wisconsin.

Description No. 2 (Reference Line):

Commencing at the Southwest corner of Section 30, Township 7 North, RAnge 22 East; thence North 88°51'32" East, 10.48 feet to a point of beginning of this reference line; a point hereinafter referred to as "Point A"; thence South 01°08'28" East and also North 01°08'28" West (where said reference line crosses railroad lands).

ALSO

A permanent surface easement for construction and maintenance, including ingress and egress at reasonable time with advance notification of Railroad's Division Manager, including the grant of an exclusive easement for the piers and footings and for the occupancy of land within 15 feet of the pier columns over lands hereinbefore described, except for Railroad rolling stock, railroad tracks and railroad facilities, including but not limited to, communication lines to be attached to the piers.

ALSO

A limited easement for the perpetual right to construct and maintain bridge deck drains, including for such purposes the right to operate necessary equipment thereon, the right of ingress and egress as long as required for such public purpose in and to that part of those lands, hereinbefore delineated, lying within the following described traverses:

Commencing at "Point A" as located in Description No. 2 above; thence South 01°08'28" East, 930.71 feet to the point of beginning; thence North 88° 51'32"East, 60 feet; thence South 01°08'28" East, 15 feet; thence South 88°51'32" West, 65.66 feet; thence North 01°25'57" West, 15 feet; thence North 88°51'32" East, 5.74 feet to the point of beginning (Pier 6).

Commencing at "Point A" as located in Description No. 2 above; thence South 01°08'28" East, 793.71 feet to the point of beginning; thence North 88°51'32" East, 60 feet; thence South 01°08'28" East, 15feet; thence South 88°51'32" West 66.36 feet; thence North 01°25'57" West, 15 feet, thence North 88°51'32" East, 6.44 feet to the point of beginning (Pier 7).

Commencing at "Point A" as located in Description No. 2

above; thence South 01°08'28" East, 656.71 feet ot the point of beginning; thence North 88°51'32" East, 60 feet; thence South 01°08'28" East, 15 feet; thence South 88°51'32" West, 67.06 feet; thence North 01°25'57" West, 15 feet; thence North 88°51'32" East, 7.14 feet to the point of beginning (Pier 8).

Commencing at"Point A" as located in Description No. 2 above; thence South 01°08'28" East, 519.71 feet to the point of beginning; thence North 88°51'32" East, 20 feet; thence South 70°35'06" East, 42.72 feet; thence South 01°08'28" East, 40 feet; thence South 88°51'32" West, 15 feet, thence North 33°08'47" West, 47.17 feet; thence South 88°51'32" West, 40 feet; thence North 01°08'28" West, 15feet; thence North 88°51'32" East, 20 feet to the point of beginning (Pier 9).

Commencing at "Point A" as located in Description No. 2 above; thence South 01°08'28" East, 359.71 feet ot the point of beginning; thence North 88°51'32" East, 60 feet; thence South 01°08'28" East, 15 feet; thence South 88°51'32" West, 80 feet; thence North 01°08'28" West, 15 feet, thence North 88°51'32" East, 20 feet to the point of beginning (Pier 10).

Commencing at "Point A" as located in Description No. 2 above; thence South 01°08'28" East, 221.71 feet to the point of beginning; thence North 88°51'32" East, 60 feet; thence South 01° 08'28" East, 15 feet; thence South 88°51'32" West, 80 feet; thence North 01°08'28" West, 15 feet; thence North 88°51'32" East, 20 feet to the point of beginning (Pier 11).

Commencing at "Point A" as located in Description No. 2 above; thence South 01°08'28" East, 86.71 feet to the point of beginning; thence North 88°51'32" East, 47.50 feet; thence North 01°08'28" West, 27,50 feet; thence North 88°51'32" East, 15 feet; thence South 01°08'28" East, 42.50 feet; thence South 88°51'32" West, 82.50 feet; thence North 01°08'28" West, 15 feet; thence North 88°51'32" East, 20 feet to point of beginning (Pier12).

RESERVING unto Grantor, its successors and assigns, the right not only to continue the use and operation of all existing railroad faclifites 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'stitle. Upon abandoment 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.J. STOLL , VICE PRESIDENT , on this OCTOBER 18, 1979 .

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 E. J. STOLL /s/
Vice President

WITNESS:

By G. G. GRUDNOWSKI /s/
For Trustee Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this OCTOBER 18, 1979 , before me, the undersigned, a

Notary Public in and for said County and State, personally appeared E. J. STOLL , 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.

STATE OF WISCONSIN)
Department of State) ss.
Received this 2nd day of NOVEMBER A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of R.R.M. on page 142-143
/s/ Secretary of State

(SEAL)

RAYMOND H. KEEGAN /s/
Notary Public, Cook County, ILL.
My Commission Expires Nov. 30, 1979

Authorization No. P-346

EASEMENT DEED NO. 81594

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($850.00), 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 Shawano and the State of Wisconsin, to wit:

All that part of the Southwest Quarter of the Southeast Quarter of Section 9 and the Northwest Quarter of the Northeast Quarter of Section 16, Township 27 North, Range 11 East, described as follows:

Commencing at the south one-quarter corner of said Section 9; thence N 0°06'29"E 115.00 feet; thence S 89°46'55" E 395.08 feet to the southwesterly line of said Grantor's lands and the point of beginning; thence S 87°37'30" E 142.27 feet to the northeasterly line of said Grantor's lands; thence along said line S 42°57'54" E 301.23 feet; thence N 82°35' 20" W 156.80 feet to the southwesterly line of said Grantor's lands; thence along said line N 42°57'54" W 281.64 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 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 29th day of October , 1979.

Signed, Sealed and Delivered in Presence of:

/s/ Janet S. Pillow
Janet S. Pillow

/s/ Laura Culbertson
Laura Culbertson

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

(S E A L)

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

Attest/s/ Diane Kohler-Rausch
Diane Kohler-Rausch, Assistant Secretary

ID 1058-2-50

Parcel 13

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 Diane Kohler-Rausch, 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, the 29th of October, 1979.

/s/ Richard S. Kennerley
Notary Public, in and for the County of Cook in the State of Illinois
(S E A L)
Richard S. Kennerley

My Commission Expires: November 8, 1980

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 this 23rd day of November A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of R.R.M. on page 143-144
Sec. Pfeiffer
Secretary of State

Authorization No. P-363

EASEMENT DEED NO. 81592

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of THREE HUNDRED AND NO/100 DOLLARS ($300.00), 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 Waukesha, and the State of Wisconsin, to wit:

That part of the southwest one-quarter of Section 2 and that part of the southeast one-quarter of Section 3, Township 6 North, Range 20 East, described as follows: Beginning at the northeast corner of said southeast one-quarter; thence North 88°20'46" East 99.86 feet along the north property line of the Chicago and North Western Transportation Company; thence South 0°59'45" West 100.04 feet; thence South 88°20'46" West 99.86 feet along the south property line of said Company to the east line of said Section 3; thence South 87°26'57" West, 48.94 feet along the south property line of said Company; thence North 7°02'35" East, 101.26 feet; thence North 87°27'57" East, 38.25 feet along the north line of said southeast one-quater to the point of beginning.

This parcel contains .04 acre, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

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 coduits, sewers, water mains, ga 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 24th day of October, 1979.

Signed, Sealed and Delivered in Presence of:

/s/ Janet S. Pillow
Janet S. Pillow

/s/ Laura Culbertson
Laura Culbertson

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

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

(S E A L)

Attest/s/ Diane Kohler-Rausch
Diane Kohler-Rausch, Assistant Secretary

ID 2722-3-71

Parcel 116

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 Diane Kohler-Rausch , to me personally known and known to be 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 be 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, the 24th of October, 1979.

/s/ Richard S. Kennerley
Notary Public, in and for the County of Cook
in the State of Illinois
(S E A L)

Richard S. Kennerley

My Commission Expires: November 8, 1980

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 this 12th day of December A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of R R M on page 145-146
Val Phillips
Secretary of State

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 UNIVAR CORPORATION----------

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 Chippewa Falls, County of Chippewa, and the State of Wisconsin----------

and described as follows, to wit:

That part of Block "C" in the Village of South Side (now a part of the City of Chippewa Falls) lying Northwesterly of a line parallel with and distant 25 feet northwesterly, measured at right angles and radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said main track is now located.

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.

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

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

P. J. MARAN /s/
E. Kolodziezapt /s/

By BERNARD FIRESTONE /s/
VICE PRESIDENT

ATTEST:
R. J. HILL /s/
SECRETARY
(S E A L)

STATE OF WISCONSIN
Department of State) ss.
Received this 26th day of December A. D. 19 79 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 147
Val Phillips
Secretary of State

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 3rd day of DECEMBER, A.D., Nineteen Hundred and Seventy-nine.

ELLIS A. BROCK /s/
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.
(S E A L)

My Commission as such
Notary Public Expires: OCTOBER 3, 1981

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

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 mortg-age 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, 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 UNIVAR CORPORATION----------

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 Chippewa Falls, County of Chippewa, and the State of Wisconsin

and described as follows, to wit;

That part of Block "C" in the Village of South Side (now a part of the City of Chippewa Falls) lying Northwesterly, measured at right angles and radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said main track is now located.

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 UNIVAR CORPORATION----------

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 continunity 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 Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this 28th day of NOVEMBER , 1979.

(SEAL)

MANUFACTURERS HANOVER TRUST COMPANY

By JOHN GENERALE /s/
Its Assistant Vice President

JAMES M. FOLEY /s/
Its Assistant Trust Officer

Signed, Sealed and Delivered
In Presence of:

M. L. STEVENSON /s/

DAVID CANAVAN /s/

STATE OF WISCONSIN)
Department of State) ss.
Received this 26th day of
December A. D. 19 79 at 10
o'clock a M. and recorded in Vol.
51 of RRM
on page 148

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

I, JOSETTE H. HADDAD , 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 ASSITANT 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 sealt of said Company.

GIVEN under my hand and official seal this 28th day of NOVEMBER A.D. Nineteen Hundred and Seventy Nine.

JOSETTE H. HADDAD /s/
Notary Public, State of New York

No. 24-4676544
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1980

My Commission Expires:

(SEAL)

STATE OF WISCONSIN)
Department of State) ss.
Received this 26th day of
December A. D. 19 79 at 10
o'clock a M. and recorded in Vol.
51 of RRM
on page 148-149
Vel Phillips
Secretary of State

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN INC., A Delaware corporation. of 176 East Fifth Stree, St. Paul, Minnesota 55101, successor in interest to Chicago, Burlington & Quincy Railroad Company, Grantor, for and in consideration of the sum of Five Hundred and no/100 Dollars ($500.00) to it paid by the State of Wisconsin, DEPARTMERNT OF TRANSPORATION, DIVISION OF HIGHWAYS, AND TRANSPORATION FACILITIES, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for highway-drainage purposes, hereinafter called highway, and for no other purposes over, upon and across the following described premises, situated in Buffalo County, state of Wisconsin, to-wit:

In and to the following tract of land in Buffalo County, Wisconsin, described as:

A parcel of land in Township 19 North, Range 11 West,

Section 36 in Government Lot 3, lying Northeast of a straight line connecting two points located 110 feet Southwest of at the East end and 100 feet Southwest of at the West end of the following described reference line:

Commencing at a point located 1104.78 feet South 01°-52'-06" West of the East Quarter corner of said Section 36; thence North 66°-35'-52" West, 1282.34 feet to a point, hereinafter known as Point "A"; thence North 65°-32'-01" West, 1192.88 feet to the point of beginning; thence continuing North 65°-32'-01" West, 300.0 feet.

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. 35, and all of the abutting remaining real property of the owner (s), whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: That land of the owner in Government Lot 3 of Section 36, Township 19 North, Range 11 West, lying Southwest of the following described reference line: Beginning at the aforelocated Point "A"; thence North 65°-32'-01" West, 1615.48 feet.

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 land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of a-nd from the adjoining lands and premises of the Grantor; and whenever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said highway purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said highway on said premises.

5. For so long as this easement shall survive, all contracts between the Grantee andits contractor, for either the construction herein provided for or maintenance work on the ighway within any easement area described herein, shall require its contractor to perform its operations in such a manner as to not interfere with or endanger the facilities or operations of the Grantor and any other railroad company occupying or using the Grantor's right of way or line of railroad; and shall further provide that the contractor shall:

A. Furnish to the Grantor a railroad protective policy in the form provided by FHPM 6-6-2-2, or as such form may be hereafter amended or supplanted, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation. The Combined single limit of said policy shall not be less than Two Million Dollars ($2,000,000.00) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out ofloss or destruction of or injury or damage to property in any one occurrence during the policy period. Said insurance policy executed by a corporation qualified to write the same in the state in which the work is to be performed shall be in form and substance satisfactory to the Grantor and shall be delivered to and approved by the Grantor prior to the entry upon or use of its property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as may be commercially reasonable at the time.

B. Carry regular Contractor's Public Liability and Property Damage Insurance as specified in FHPM 6060202, or as such form may be hereafter supplanted or amended, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation, providing for a limit of not less than Five Hundred Thousand Dollars ($500,000.00) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than One Million Dollars ($1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and providing for a limit of not less than Five Hundred Thousand Dollars ($500,000.00) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than One Million Dollars ($1,000,000.00) for all damages to or- destruction of property during the plicy period. A certificate of insurance executed by a corporation qualified to write the same in the state in which the work is to be per-formed in form and substance satisfactory to the Grantor, shall be furnished by the contractor as evidence that he is carrying the above minimum amount of insurance prior to the entry upon or use of the Grantor's property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as may be commercially reasonable at the time.

The above insurance provisions do not apply to work done by Buffalo County Forces for mowing grass, or other maintenance operations in this easement not involving major construction.

If the Grantee, its contractor, subcontractors or agents, in the performance of the work herein provided or by the failure to do or perform anythin for which it is responsible under the provisions hereof, shall damage or destroy any property of the Grantor, such damage or destruction shall be corrected by the Grantee in the event its contractor or the insurance carriers fail to repair or restore the same.

6. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in the Grantor free and clear of all rights and claims of the Grantee.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of other, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, to Grantee for public use and enjoyment for the purposes aforesaid and for not other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by its duly authorized officers this 4th day of JANUARY, 19 80.

(S E A L)

BURLINGTON NORTHERN, INC.

BY J. C. KENADY /s/
Vice President

ATTEST:

BY F. A. DEMING /s/
Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

Personally came before me this 4th day of JANUARY A.D., 19 80, J. C. KENADY, Vice President, and F. A. DEMING, Assitant 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 Vice President and Assistant Secretary of Said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed fo said corporation, by its authority.

R. H. BROKOPP /s/
Notary Public.

(S E A L)

ACCEPTED:
STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITEIES

(S E A L)

BY H. L. FIEDLER /s/
Administrator

STATE OF WISCONSIN)
) SS
DANE COUNTY)

Personally came before me, this eighteenth day of OCTOBER A.D., 19 79, the above named H. L. FIEDLER, Administrator, Division of Highways and Transportation Facilities, to me known to be the person who executed the foregoing instruction and acknowledged the same.

LUCILLE SCHMELZER /s/
(S E A L)

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of January A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 149-152
Vael Phelps
Secretary of State

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, Debotor, 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 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, 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 Calument County, Wisconsin:

All that part of the SW ¼ SW ¼ Section 8 and the NW ¼ NW ¼ Section 17, Town 20 North, Range 20 East, lying within the following described traverse:

Commencing at the northwest corner of said Section 17, thence South 1°41'32" East, 8.98 feet; thence along the USH 10 reference line North 88°18'28" East, 793.97 feet; thence North 1°41'32" West, 75.00 feet; thence along the north line of present USH 10 North 88°18'28" East, 142.92 feet to a point on the west line of said owners lands and the point of beginning; thence along said west line North 19°55'51" East, 53.79 feet; thence South 86°07'18" East, 103.02 feet to a point on the east line of said owners lands; thence along said east line South 19°55'51" West, 258.17 feet to the south line of present USH 10; thence along said south line South 88°18'28" West 106.49 feet to a point on the west line of said owners lands; thence along said west line North 19°55'51" East, 215.14 feet to the point of beginning, containing 0.60 acre of land, more or less.

In addition, as part of the hereinbefore recited consideration, Grantor does grant unto Grantee all existing, future or potential common law statutory easements or rights of access between the highway herein designated as USH 10 and all of the remaining abutting real property of the owner, whether acquired by separate coveyance or otherwise, in the SW 1/4 SW 1/4 Section 8 and the NW 1/4 NW 1/4 Section 17, all in town 20 North, Range 20 East.

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. J. STOLL, VICE PRESIDENT, on this NOVEMBER 19, 1979.

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 E.J. STOLL /s/
Vice President

WITNESS:

BY G. G. GRUDNOWSKI /s/
For Trustee Secretary

STATE OF WISCONSIN) ss.
Department of State)
Received this 30th day of January A. D. 19 80 at 10 o'clock a. M. and recorded in Vol. 51 of RBM on page 153-154
Secretary of State

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)
)SS
COUNTY OF C O O K)

On this NOVEMBER 19, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. STOLL, VICE PRESIDENT for the Trustee aforesaid, tome 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.

(S E A L)

RAYMOND H. KEEGAN /s/
Notary Public, CookCounty, ILL.
My Commission Expires Nov. 30, 1979

D E E D N O. 78086

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A Delaware corporation, for the consideration of FIVE THOUSAND SIX HUNDRED SIXTY AND NO/100------ ----------DOLLARS ($ 5,660.00), conveys and quitclaims to EMC BUILDING CORPORATION, a Wisconsin CORPORATION of 1912 Atwood Avenue, Madison, Wisconsin GRANTEE, all interest in the following described real estate situated in the CITY of Madison, County of Dane, and the State of Wisconsin, to wit:

Those parts of Lots 1, 2, 3, 4, 17 and 18 in Block 279 of Farwell's Replat and Addition to the City of Madison, lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from the center line of the main track of the Milwaukee and Madison Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established, and lying Southeasterly of the following described line: Beginning at a point on the Southwesterly line of said Lot 1 in Block 279, distant 25 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said last described main track center line to a point distant 9 feet Southeasterly, measured radially, fromthe center line of Chicago and North Western Transportation Company spur track ICC No. 18, as said spur track is now located; thence Northeasterly parallel with said spur track center line to a point on the Northeasterly line of said Lot 4 in Block 279, and there terminating; subject to the condition that said real estate shall be used exclusively and soley for automobile driveway and automobile parking purposes until the Grantor, its successors and assigns, no longer requires the adjoining real estate

for the maintenance and operation of its railroad track situated thereon, and removes said track from the adjoining real estate; upon any breach of this condition, title to said real estate shall revert immediately to the Grantor, its successors and assigns, with the right of immediate re-entry.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right 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 agrees for itself, its successors and assigns, to erect and to maintain at its expense a fence or a barricade along the northwesterly line of the above described real estate, if a barricade or fence becomes necessary.

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

DATED this 28th day of JUNE, 19 73.

Signed, Sealed and Delivered in Presence of:

M. F. CHATTERTON /s/

JANICE M. SAMPSON /s/

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
(S E A L)
By ROBERT W. MICKEY /s/
Assistant Vice President

Attest G. L. VARGASON /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, HELEN M. WRIGHT, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that ROBERT W. MICKEY and G. L. VARGASON, 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, andthe 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 a-ct and deed fo said corporation, and as their own freen 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 28th of JUNE, 19 73.

(S E A L)

HELEN M. WRIGHT /s/
Notary Public, in and for the County of Cook, in the State of Illinois.

My Commission Expires: MARCH 9, 1974

STATE OF WISCONSIN) ss.
Department of State)
Received this 14th day of February A. D. 19 80 at 10 o'clock a. M. and recorded in Vol. 51 of RBM on page 154-155
Secretary of State

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 EMC BUILDING CORPORATION, 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 the property situated in the City of Madison, County of Dane, and the State of Wisconsin----------

and described as follows, to wit:

Those parts of Lots 1, 2, 3, 4, 17 and 18 in Block 279 of Farwell's Replat and Addition to the City of Madison, lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from the center line of the main track of the Milwaukee and Madison Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established, and lying Southeasterly of the following described line: Beginning at a point on the Southwesterly line of said Lot 1 in Block 279, distant 25 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said last described main track center line to a point distant 9 feet Southeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track ICC No. 18, as said spur track is now located; thence Northeasterly parallel with said spur track center line to a point on the Northeasterly line of said Lot 4 in Block 279, and there terminating; subject to the condition that said real estate shall be used exclusively and solely for automobile driveway and automobile parking purposes until the Grantor, its successors and assigns, no longer requires the adjoining real estate for the maintenance and operation of its railroad track situated thereon, and removes said track from the adjoining real estate; upon any breach of this condition, title to said real estate shall revert immediately to the Grantor, its successors and assigns, with the right of immediate re-entry.

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

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 corpor-ate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 20th day of AUGUST , A.D., Nineteen Hundred and Seventy-Three.

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

By A. R. MENARD /s/
Vice President

(S E A L)

ATTEST:

T. F. GROVE /s/
Assistant Secretary

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

S. HERRNREITER /s/

D. F. DONAHUE /s/

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, KURT BREUER a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A.R. MENARD and T. F. GROVE to me personally known and known to me to be, respectively, Vice President and an Assistant Secretary 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 A. R. MENARD resides IN OAK PARK, ILLINOIS and that T. F. GROVE resides IN GENEVA, ILLINOIS and they severally acknowledged to me that they are, respectively, a Vice President and an Assistant Secretary of said Association; that as such officers they signed, sealed and delivered said instrument in behalf of said Association by authority and order of its Board of Directors 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 20th day of AUGUST A.D., Ninetee Hundred and Seventy-Three.

KURT BREUER /s/
NOTARY PUBLIC
in and for the County of Cook in the State of Illinois.

My Commission as such
Notary Public Expires: JAN 30, 1977.

STATE OF WISCONSIN) ss.
Department of State
Received this 14th day of February A. D. 1980 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 156-157
Vel Blegen
Secretary of State

DEED NO. 80591

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of TWENTY FIVE THOUSAND AND NO/100----------DOLLARS ($ 25,000.00), conveys and quitclaims to EMC BUILDING CORPORATION of 1912 Atwood Avenue, Madison, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Madison, County of Dane, and the State of Wisconsin to wit:

Parcel 1

Those parts of Lots 3, 4, 5, 6, 7, 8, and 9, of Block 279 of Farwell's Replat and Addition to Madison, and of an unnamed Street lying Northeasterly of and adjoining said Block 279, all in the Southeast Quarter of the Southwest Quarter of Section 6, Township 7 North, Range 10 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the Northwesterly extension of the center line of said street, distant 50 feet Southeasterly, measured at r-ight angles, from the center line of the main track of the Milwaukee and Madison Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 6; thence Southwesterly parallel with said original main track center line a distance of 355 feet, more or less, to a point on the Northeasterly line of Lot 4 in said Block 279; thence Northwesterly along said Northeasterly line of Lot 4 to a point distant 9 feet Southeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 18 (now removed) as said spur- track was located prior to its removal; thence Southwesterly parallel with said (former) spur track center line a distance of 100 feet, more or less, to a point distant 25 feet southeasterly, measured at right angles, from the center line of the main track of the Chicgo and North Western Trnsportation Company, running from Madison to Milwaukee, as said main track is now located; thence Northeasterly parallel with said last described main track center line a distance of 460 feet more or less, to a point on the Northwesterly extension of the Center line of said unnamed street; thence Southeasterly along the center line, extended, of said street, a distance of 26 feet, more or less, to the point of beginning.

Parcel 11

Those parts of Lots 1, 2, 3, and 4 (and 5, if any) in Block 279 of Farwell's Replat and Addition to Madison, and of vacated Main (or Morris) Street lying Northwesterly of and adjoining said Block 279, lying Northeasterly of the Northeasterly line of First Street; lying Northwesterly of a line parallel with and distant 25 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, running from Madison to Milwaukee, as said main track is now located; and lying Southeasterly of a line parallel with and distant 25 feet Southeasterly, measured radially, from the center line of Chicago and North Western Transportation Company Wye or transfer track I.C.C. No. 12, as now located

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, signal 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:

1. To assume the total expense of erecting and maintaining a highway type barricade along the Northwesterly line of Parcel 1 and the Northwesterly and Southeasterly lines of Parcel 2, in a manner satisfactory to Grantor's Chief Engineer, or his representative, within 90 days following written demand by said Grantor.

2. That no buildings, structures, trees, shrubbery or other obstructions to view be placed over the Southwesterly 50 feet (right angle measure) of the above described real estate, which are higher than 3 feet from the present grade of the said real estate.

3. To conform, at no cost to Grantor, to the provisions of state and local governmental authorities or regulations, if any regarding the platting of the above described real estate.

DATED this 28th day of SEPTEMBER, 19 77.

Signed, Sealed and Delivered in Presence of:

M. F. CHATTERTON /s/

JANET SCOTT /s/

CHICAGO & NORTH WESTERN TRANSPORTATION COMPANY

By ROBERT W. MICKEY /s/
Assistant Vice President

(S E A L)

ATTEST DIANE KOHLER-RAUSCH
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY taht DIANE KOHLER-RAUSCH and ROBERT W. MICKEY, 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 for-th.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 28th of SEPTEMBER, 19 77.

RICHARD S. KENNERLEY /s/
Notary Public, in and for the Coun-ty of Cook, in the State of Illinois.

(S E A L)

My Commission Expires: NOVEMBER 8, 1980

STATE OF WISCONSIN } ss.
Department of State
Received this 14th day of February A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 158-159
Secretary of State

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 theCity of Madison, County of Dane, and the State of Wisconsin on June 6, 1944, inVolume 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 EMC BUILDING 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 theCity of Madison, Coiunty of Dane, and the State of Wisconsin----------

and described as follows, to wit:

PARCEL 1

Those parts of Lots 3, 4, 5, 6, 7, 8, and 9, of Block 279 of Farwell's Replat and Addition to Madison, and of an unnamed street lying Northeasterly of and adjoining said Block 279, all in the Southeast Quarter of the Southwest Quarter of Section 6, Township 7 North, Range 10 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the Northwesterly extension of the center l-ine of said street, distant 50 feet Southeasterly, measured at right angles, from the center line of the main track of the Milwaukee and Madison Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 6; thence Southwesterly parallel with said original main track center line a distance of 355 feet, more or

less, to a point on the Northeasterly line of Lot 4 in said Block 279; thence Northwesterly along said Northeasterly line of Lot 4 to a point distant 9 feet Southeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 18 (now removed) as siad spur track was located prior to its removal; thence Southwesterly parallel with said (former) spur track center line a distance of 100 feet, more or less, to a point distant 25 feet Southeasterly, measured at rith angles, from the center line of the main track of the Chicago and Northwester Transportation Company, running from Madison to Milwaukee, as said main track is now located; thence Northeasterly parallel with said last described main track center line a distance of 460 feet more or less, to a point on the Northwesterly extension of the center line of said unnamed street; thence Southeasterly along the center line, extended, of said street, a distance of 26 feet, more or less, to the point of beginning.

Parcel 11

Those parts of Lots 1, 2, 3, and 4 (and 5, if any) in Block 279 of Farwell's Replat and Addition to Madison, and of vacated Main (or Morris) street lying Northwesterly of and adjoining said Block 279, lying Northeasterly of the Northeasterly line of First Street, lying Northwesterly of a line parallel with and distant 25 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, running from Madison to Milwaukee, as said main track is now located; and lying Southeasterly of a line parallel with and distant 25 feet Southeasterly, measured radially, from the center line of Chicago and North Western Transportation Company Wye or transfer track I.C.C. No. 12, as now located.

This Instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed fo 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 fo 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 17th day of NOVEMBER , A.D. Nineteen Hundred and Seventy-Seven.

THE FIRST NATIONAL BANK OF CHICAGO
as Trustee as aforesaid,

By J. R. GIMES /s/
Vice President

(S E A L)

ATTEST:

J. H. SCHMELTZER /s/
Trust Officer

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

R. E. SCHUTEN /s/

R. C. KECH /s/

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 J. H. SCHMELTZER 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 J.H. SCHMELTZER 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 and order of its Board of Directors 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 17th day of NOVEMBER A.D., Ninetee Hundred and Seventy-Seven.

(S E A L)

T. BRUNK /s/
Notary Public
in and for the County of Cook in
the State of Illinois.

My Commission as such
Notary Public Expires: SEP. 17, 1979

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

STATE OF WISCONSIN } ss.
Department of State
Received this 14th day of
February A. D. 19 80 at 10
o'clock A. M. and recorded in Vol.
51 of R R M
on page 159-161
Secretary of State

DEED NO. 81603

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of SIX THOUSAND ONE HUNDRED SIXTY AND NO/100--- ---DOLLARS

($6,160.00), conveys and quitclaims to EAST MADISON CLINIC, S. C.

of Madison, Wisconsin

GRANTEE, all interest in the following described real estate situated in the CITY of MADISON, County of DANE, and the State of WISCONSIN, to wit:

That part of Lot 1 in Block 279 of Farwell's Replat and Addition to the City of Madison, bounded and described as follows: Beginning at a point on the Northeasterly line of said Lot 1, distant 25 feet Southeasterly, measured at right angles, fromthe center line of the main track (running from Milwaukee to Madison) of the Chicago and North Western Transportation Company, as said main track is now located; thence Southwesterly parallel with said main track center line to a point on the Southwesterly line of said Block 279; thence Northwesterly along said Southwesterly line to a point distant 16 feet Southeasterly, measured at right angles, from said main track center line; thence Northeasterly along a straight line to the point of beginning.

Provided, however, that the above described real estate is to be used soley and exclusively for automobile parking and driveway purposes only, until such time as Grantor, its successors and assigns, no longer require the adjoining land for the operation and maintenance of the railroad tracks situated thereon and said tracks have been removed by Grantor, its successors and assigns, and that upon any breach hereof, said premises shall immediately revert to and become the property of the Grantor, its successors and assigns, with the right to immediate re-entry.

In further consideration hereof, Grantor hereby releases the restriction over the following described real estate:

Those parts of Lots 1, 2, 3, 4, 17 and 18 in Block 279 of Farwell's Replat and Addition to the City of Madison, lying Northwesterly of a line parallel with and distant 50 feet Southeasterly, measured at right angles, from the center line of the main track of the Milwaukee and Madison Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established, and lying Southeasterly of the following described line: Beginning at a point on the Southwesterly line of said Lot 1 in Block 279, distant 25 feet Southeasterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly parallel with said last described main track center line to a point distant 9 feet Southeasterly, measured radially, from the center line of Chicago and North Western TransportationCompany spur track I.C.C. N. 18, as said spur track is now located; thence Northeasterly parallel with said spur track center line to a point on the Northeasterly line of said lot 4 in Block 279, and there terminating.

contained in Deed No. 78086, dated June 28, 1973, limiting the use of the real estate conveyed therein to automobile parking and driveway purposes.

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 further unto the Grantor, its successors and assigns, the fill supporting the railroad tracks upon the above described real estate; and should Buyer, its successors and assigns, wish to alter said fill in any way, permission must be obtained from Seller, its successors and assigns.

By the acceptance of this conveyance, the Grantee, for itself, its successors and assigns, agrees:

1. To assume the total expense of erecting and maintaining a galvanized, bumper high highway type barricade along the Northwesterly track side boundary line of the above described real estate in a manner satisfactory to Grantor's Chief Engineer.
2. To erect and maintain a sign prohibiting exiting to First Street from the real estate above conveyed and released; to be visibly placed along the boundary line located on First Street.
3. Not to alter-the surface of the real estate above conveyed and released in such a manner as to adversely affect drainage of surface waters onto the remaining property of the Grantor.
4. To place no buildings, structures, trees, shrubbery or other obstructions to view upon the real estate above conveyed.
5. To take all steps necessary, at no expense to Grn-tor, to comply with any and all governmental requirements relating to land platting or use.

DATED this 22nd day of OCTOBER, 19 79.

Chicago and North Western Transportation Company

Signed, Sealed and Delivered In Presence of:

By ROBERT W. MICKEY /s/
Vice President

JANET S. PILLOW /s/

ATTEST BERNARD J. ALLEN /s/
Assistant Secretary

LAURA CULBERTSON /s/

STATE OF ILLINOIS)
)SS
COUNTY OF C O O K)

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTFY that ROBERT W. MICKEY and BERNARD J. ALLEN, 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 22nd of OCTOBER 19 79.

RICHARD S. KENNERLEY /s/
Notary Public, in and for the County of Cook
in the State of Illinois,

My Commission Expires November 3, 1980

STATE OF WISCONSIN } ss.
Department of State }
Received this 4th day of February A. D. 19 80 at 10 o'clock A.M. and recorded in Vol. 57 of R.R.M. on page 161-163
Vel Blaney
Secretary of State

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 orgainzed 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 5, 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 EAST MADISON CLINIC, S. C.----------

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 Morgage and Deed of Trust, as supplemented and amended, in and to the property situated in theCity of Madison, County of Dane, and the State of Wisconsin----------

and described as follows, to wit:

That part of Lot 1 in Block 279 of Farwell's Replat and Addition to the City of Madison, bounded and described as follows: Beginning at a point on the Northeasterly line of said Lot 1, distant 25 feet Southeasterly, measured at right angles, from the center line of the main track (running from Milwaukee to Madison) of the Chicgo and North Western Transportation Company, as said main track is now located; thence Southwesterly parallel with said main track center line to a point on the Southwesterly line of said Block 279; thence Northwesterly along said Southwesterly line to apoint distant 16 feet Southeasterly, measured at right angles, from said main track center line; thence Northeasterly along a straight line to the point of beginning.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Deed of Tr-ust, 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 fo release by a Vice President or by an Assitant Vice President thereunto duly authorized, and its corporate seal to be affixed hereunto duly authorized, or by an Assistant Secretary this 10th day of JANUARY , A.D., Nineteen Hundred and Eighty.

(S E A L)

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

By J. R. GRIMES /s/
Vice President

ATTEST:

J. D. WALL /s/
Trust Officer

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

R. E. SCHUTEN /s/

R. C. KECH /s/

STATE OF WISCONSIN } ss.
Department of State
Received this 14th day of February A. D. 1980 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 163-164
Secretary of State

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, C. SZARZYNSKI 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 J. D. WALL 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 ARLINGTON HTS, 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 Assocition 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 10th day of JANUARY A.D., Nineteen Hundred and Eithty.

C. SZARZYNSKI /s/
Notary Public
In and for the County of Cook in the State of Illinois

My Commission as such
Notary Public Expires: NOVEMBER 23, 1981

(S E A L)

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

E A S E M E N T

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, for and in consideration of the sum of $550.00, 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 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 Grantee may deem desirable to prevent erosion of the soil or to beautify the highway, in, and to the following described lands in Walworth County, Wisconsin:

That part of the S 1/2 of Section 4, Township 4 North, Range 15 East described as follows:

Beginning at the intersection of the north line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right-of-way and the east line of Wisco-nsin Street, being a public street 66 feet in width, in the City of Whitewater; thence easterly along said north line 16.5 feet; thence southeasterly 77.87 feet to the south line of said railroad right-of-way; thence westerly along said south line 49.1 feet to the east line of said street; thence northerly 66.5 feet along the east line of said street to the point of beginning. Theis parcel contains 0.05 acre, more or less.

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 FEBRUARY 5, 1980 .

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

By B. H. BOBBITT /s/
Assistant Vice President

WITNESS:

By G. G. GRUDNOWSKI /s/
For Trustee Secretary

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)
) SS
COUNTY OF C O O K)

On this FEBRUARY 5, 1980 , 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.

STATE OF WISCONSIN } ss.
Department of State
Received this 28th day of February A. D. 19 80 at 10 o'clock A M. and recorded in Vol. 51 of RRM on page 165-166
Secretary of State

(SEAL)

RAYMOND H. KEEGAN /s/
Notary Public, Cook County, Ill.
My Commission expires Nov. 30, 1983

EASEMENT DEED NO. 81704

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 not 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 St. Croix and the State of Wisconson, to wit:

A parcel of land in Section 19, Township 29 North, Range 18 West, in that part of the West Half of the Northwest Quarter thereof described as a strip or corridor 160 feet wide 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: Beginning at a point 577.67 feet S 42°23'43" E (grid) of the Northwest corner of said Section 19; thence N 73°41'20" E (grid) 227.06 feet; thence S 61° 30'28" E (grid) 141.91 feet; thence S73°41'20" W (grid) 227.06 feet; thence N 61°30'28" W (grid) 141.91 feet to the point of beginning.

Excepting and Reserving, however, unto the Grantor, its lesses, 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 ot 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 17th day of JANUARY , 1980.

Signed, Sealed and Delivered in Presence of:

JANET S. PILLOW /s/

LAURA CULBERTSON /s/

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By ROBERT W. MICKEY /s/
Vice President

(SEAL)

ATTEST DIANE KOHLER-RAUSCH, /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH , 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 17th of JANUARY, 19 80.

RICHARD S. KENNERLEY /s/
Notary Public, in and for the County of Cook
in the State of Illinois

(SEAL)

My Commission Expires: NOVEMBER 8, 1980

STATE OF WISCONSIN } ss.
Department of State
Received this 28th day of February A. D. 19 80 at 10 o'clock A M. and recorded in Vol. 51 of RRM on page 166-167
Secretary of State

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

DOCUMENT NO. 260146

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated FEBRUARY 11, 19 80, and filed in the office of the County Clerk of LINCOLN County, for the Purpose of rail banking for future rail service continuation in said County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said acquisition order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following person have an interest: Richard B. Ogilvie, Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

The interest acquired by this award is for the lands, rights and intersets thereto of the owner located in Lincoln County, according to the description comprising pages 1 - 2, inclusive, as attached hereto and made a part hereof, including:

Land, Trestles, bridges, culverts, track and related track materials, extending from a southerly point at railroad milepost 133.4 near Tomahawk, Wisconsin, to a northerly point at railroad milepost 139.12 near Heafford Junction, Wisconsin, a distance of 5.72 miles with 0.75 miles of side track, in Lincoln County.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on FEBRUARY 15, 19 80., or 7 days after the abandonment order, whichever is later.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of SIXTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY EIGHT AND NO/100 DOLLARS ($ 67,878.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

State of Wisconsin / Department of Transportation

LOWELL B. JACKSON, P.E. /s/
Secretary

LAND DESCRIPTION

C. M. St. P. and P. R.R. Description
Tomahawk - Heafford Jct.
Lincoln County
I.D. 1000-47-27

Fee title in and to the following parcel, tract or strip of land in Lincoln County, STate of Wisconsin, described as follows:

IN TOWNSHIP 35 NORTH, RANGE 6 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRADLEY, LINCOLN COUNTY.

A strip of land 100 feet in width lying 50 in width on either side of a centerline that commences 425 feet west of and 350 north of the east quarter corner of Section 33, T35N, R6E at Mile Post 133.4;

Thence said centerline runs northerly, as surveyed, located and laid out through the E 1/2-NE 1/4 of said Section 33 to the north line of said Section 33;

Thence said centerline continues northerly as surveyed, located and laid out, through the SE 1/4-SE 1/4 of Section 28, T35N, R6E;

Thence said centerline continues northerly and northeasterly on a curve to the right, as surveyed located and laid out, through the NE 1/4-SE 1/4, and the SE 1/4-NE 1/4 of said Section 28, to the east line of said Section 28;

Thence said centerline continues northeasterly, as surveyed, located and laid out, through the W 1/2 - NW 1/4 of Section 27, T35N, R6E, to the north line of said Section 27;

Thence said centerline continues northeasterly, as surveyed, located and laid out, through the SW 1/4-SW 1/4, the E 1/2-SW 1/4, and the SE 1/4-NW 1/4 of Section 22, T35N, R6E, to the north-south quarter line of said Section 22.

In the following described centerline said 100-foot strips are not included as part of this transfer, the sole purpose of including such areas is for the purpose of continuty of said centerline;

Beginning at the north-south quarter line of said Section 22, said centerline continues northeasterly from the above-described centerline, as surveyed, located and laid out, through the W1/2-NE1/4 of said Section 22, to the north line of said Section 22;

Thence said centerline continues northeasterly, as surveyed, located and laid out, through the SW 1/4-SE 1/4 of Section 15, T35N, R6E, to the north line of said SW 1/4-SE 1/4 of Section 15;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly from the above-described centerline, as surveyed, located and laid out, beginning at the north line of said SW 1/4-SE 1/4 of said Section 15, to the east-west quarter line of said Section 15.

In the following described centerline said 100-foot strips are not included as Part of this transfer, the sole purnose of includina such areas is for the purpose of continuty of said center lines;

Beginning at the east-west quarter line of said Section 15, said centerline continues northeasterly from the above-described centerline, as surveyed, located and laid out, through the SE 1/4-NE 1/4 of said wection 15, to the north line of said SE 1/4-NE 1/4 of Section 15.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly and northerly from the above-described centerline, as surveyed, located and laid out, beginning at the north line of said SE 1/4-NE 1/4 of Section 15, thence running northeasterly and northerly on a curve to the left through the NE 1/4-NE 1/4 of said Section 15, to the east line of said Section 15;

Thence said centerline continues northerly on a curve to the left, as surveyed, located and laid out, through the NW 1/4-NW 1/4 of Section 14, T35N,R6E, to the north line of said Section 14;

Thence Said centerline continues northerly, as surveyed, located and laid out, through the SW 1/4 - SW 1/4 of Section 11, T35N, R6E, to the north line of said SW 1/4-SW 1/4 of Section 11.

In the following described centerline said 100-foot strips are not included as part of this transfer, the sole purpose of including such areas is for the purpose of continuty of said centerline;

Begginning at the north line of said SW 1/4-SW 1/4 of Section 11, said centerline continues northerly and northwesterly on a curve to the left from the above-described center line, as surveyed, located and laid out, through the NW 1/4-SW 1/4, also known as Government Lot 5 of said Section 11, to the west line of said Section 11.

A Strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northwesterly from the above-described centerline, as surveyed, located and laid out, beginning at the east line of Section 10, T35N, R6E, thence running northwesterly through the NE 1/4-SE 1/4 and the SE 1/4-NE 1/4, (also known as Government Lot 4) of said Section 10, to the north line of said SE 1/4-NE 1/4 of Section 10.

In the following described centerline said 100-foot strips are not included as part of this transfer, the sole purpose of including such areas is for the purpose of continuty of said centerline;

Beginning at the north line of said SE 1/4-NE 1/4 of Section 10, said centerline continues northwesterly and northerly on a curve to the right from the above-described centerline, as surveyed, located and laid out, through the NE 1/4-NE 1/4 of said Section 10, to the north line of said Section 10;

Thence said centerline continues northerly and northeasterly on a curve to the right, as surveyed, located and laid out, through the SE 1/4-SE 1/4 of Sectin 3, T35N, R6E;

Thence said centerline continues northeasterly, as surveyed, located and laid out, through thc NE 1/4-SE 1/4, and the SE 1/4-NE 1/4 of said Section 3;

Thence said centerline coninues northeasterly and northerly on a curve to the left, as surveyed, located and laidout, through the NE 1/4-NE 1/4 of said Section 3, to the northeast corner of said Section 3, which is also the north line of Bradley township and the north line of Lincoln County, and also the end of acquisition order and the location of Mile Post 139.1.

Said parcel contains 40.61 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State }
Received this 6th day of March A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 168-169
Secretary of State

35 75 71

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09 and
32.05, Wis. Stats.

The award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation dated FEBRUARY 11, 19 80. and filed in the office of the County Clerk of WINNEBAGO and FOND DU LAC Counties, for the purpose of rail banking for future rail service continuation in said Counties.

The State of Wisconsin has determined it necessary to acquire, for the pupose set forth in and in accordance with said acquisition order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

The interest acquired by this award is for the lands, rights and interests thereto of the owner located in Fond du Lac and Winnebago Counties, according to the description comprising pages 1 - 8, inclusive, as attached hereto and made a part hereof, and including:

Land, trestles, bridges, culverts, track and related track materials, extending from a southerly point at milpost 169.30 near Ripon, Wisconsin, to a Northerly point at railroad milepost 187.64 near Oshkosh, Wisconsin, a distance of 18.34 miles with 1.52 miles of side track, in Fond du Lac and Winnebago Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on FEBRUARY 15, 19 80, or 7 days after the abandonment order, whichever is later.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of ONE HUNDRED THIRTY EIGHT THOUSAND, NINE HUNDRED AND NO/100 DOLLARS ($ 138,900.00), for the acquisition of said parcel of ral estate and/or interests therein as hereinbefore set forth.

State of Wisconsin/Dept. of Transportation

LOWELL B. JACKSON P.E. /s/ 2/22/80
Secretary

FEE TITLE in and to the following parcels, tracts, or strips of land in Fond du Lac and Winnebago Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 16 NORTH, RANGE 14 EAST OF THE 4th PRINCIPAL MERIDIAN, TOWN OF RIPON.

FOND DU LAC COUNTY:

A strip of land 50 feet in width lying 25 feet in width on either side of the centerline of the C.M. & St. P. Ry. Companys Ripon Jct. - Oshkosh Line which commences on the centerline of the C.M. & St. P. Ry. Co., Ripon-Berlin Line, which point is 1106.8 feet southerly of the north line of Section 21, T 16 N, R 14 E, at milepost 169.3 of said Ripon-Berlin Line; thence said centerlin runs northerly and easterly on a curve to the Rt., as surveyed, located and laid out through the NE 1/4-NE1/4, Sec. 21, T 16 N, R 14 E to the south line of Section 16, T 16 N, R 14 E.

EXCEPT Lots 7, 8, 13, 14, 17, 18 and 19 of Henton's Addition to the City of Ripon, Fond du Lac County, Wisconsin.

ALSO commencing at the southeast corner of Lot 7, Henton's Addition, City of Ripon Fond du Lac County, Wisconsin, thence North 10 1/2 feet, thence southwesterly to a point on the south line of said Lot 7, 10 1/2 feet, west of the southeast corner- of said Lot, thence east to beginning.

ALSO commencing at the northeast corner of Lot 8, Henton's Addition, City of Ripon, thence west 10 1/2 feet, thence southwesterly to a point on the south line of said Lot 8 12 1/2 feet west of the northeast corner of Lot 13 in said Addition, thence east 65 feet, thence Northeasterly parallel with the southwesterly line above mentioned to the east line of said Lot 8, thence North to beginning.

AND ALSO commencing at the northwest corner of Lot 14 Henton's Addition, City of Ripon, Fond du Lac County, Wisconsin, thence south 61 feet, thence northeasterly 81 feet to the north line of said Lot at a point 53 feet east of beginning, thence west 53 feet to beginning.

A strip of land 66 feet in width, lying 33 feet in width on either side of the centerline which continues northeasterly from the above described centerline as surveyed, located and laid out through Sections 1 and 15, all in T 16 N. R 14 E to the east line of said SEction 15.

EXCEPT.that part of the NE 1/4-SW 1/4 said Section 15 lying northwesterly of the centerline and the E 1/2 of the NE 1/4 of said Section 15.

A strip of land 66 feet in width, lying 33 feet in width on either side of the centerline which continues northeasterly from the above described centerlin as surveyed, located and laid out through Sections 14, 11, 12 and 1, all in T 16 N, R 14 E to the east line of said Sectionl.

EXCEPT the NW 1/4-NW 1/4 said Section 14; the SE 1/4 - SW 1/4, said Section 11, that part of the NW 1/4-SE 1/4, said Section 11 lying southeasterly of aforedescribed centerline; the NW 1/4 of said Section 12, and the SE 1/4-SE 1/4 said SEction 1.

IN TOWNSHIP 16 NORTH, RANGE 15 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWN OF ROSEDALE FOND DU LAC COUNTY.

A strip of land 60 feet in width, lying 30 feet in width on either side of the centerline which continues northeasterly from the above-described centerline as surveyed, located and laid out through Section 6, T 16 N, R 15 E to the north line of said Section 6, which is also the boundary line common to Fond du Lac and Winnebago Counties.

IN TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWNS OF UTICA AND RUSHFORD, WINNEBAGO COUNTY.

A strip of land 66 feet in width, lying 33 feetin with on either side of the centerline which continues northeasterly from the above-described centerline as surveyed located and laid out through Sections 31, 32, 29, 28, and 21, all in T 17 N, R 15 E, to the east line of the W 1/4-SE 1/2, said Section 21.

ALSO that part of the SW 1/4-NW 1/4, said Section 31 which lies west of hillside Road and within 50 feet on either side of said centerline.

EXCEPT the E 1/2-NW 1/4, said Section 32.

A strip of land, 60 feet in width, lying 30 feet in width on either side of the centerline which continues northeasterly from the above-described centerline, as surveyed, located and laid out through the NE 1/4- SE 1/4, Section 21, T 17 N, R 15 E to the north line of said NE 1/4-SE 1/4.

A strip of land, 66 feet in width, lying 33 feet in width on either side of the centerline which continues northeasterly from the above-described centerline, as su-rveyed, located and laid out through Sections 21, 22, and 15, all in T 17 N, R 15 E to the north and south 1/4 line of said Section 15.

ALSO that part of the north 143 feet of the NW 1/4-NW 1/4 said Section 22 (as said 143 feet is measured along the centerline) lying within 50 feet northwesterly of the centerline.

EXCEPT the SW 1/4-SW 1/4 of said Section 15 and that part of the NE 1/4-SW 1/4 lying-northerly of the center of Williams Avenue (old S.T. H. 44).

A strip of land, the centerline of which continues northeasterly from the above-described centerline, as surveyed, located and laid out, on a bearing of N 40°38' E for a distance of 128.5 feet; thence by a 1 degree course to the left for a distance of 400 feet to point "A"; said strip of land being 66 feet in width, 33 feet on either side of said centerline for the first 215 feet as measured from the said north and south 1/4 line and 82.5 feet in width, 41.25 feet on either side of said cetnerlin for the remaining 313.5 feet of this portion of the centerline just described.

A strip of land, the centerline of which continues from the aforesaid point "A" northeasterly to the east line of the SW 1/4-NE 1/4, said Section 15, the northwesterly line of which begins at a point on the west line of the east 3/4 of the NW 1/4-SE 1/4, said Section 15, which point is 50 feet northwestely of and at right angles from said centerline and runs thence in a straight line to a point on the said east line of the SW 1/4-NE 1/4 which point is 33 feet northwesterly of and at right angles from said centerline; the southeasterly line of whcih begins at a point on the west line of the east 3/4 of said NW 1/4-SE 1/4, which point is 50 feet southeasterly of and at right angles to said centerline and runs thence in a straight line to a point on the east line of said SW 1/4-NE 1/4 which point is 33 feet southeasterly of and at right angles from said centerline.

A strip of land 66 feet in width, lying 33 feet in width on either side of the centerline, which centinues northeasterly from the above-described centerline, as surveyed, located and laid out through Sections 15, 14, and 11, all in T 17 N, R 15 E, to the north line of the S 1/2 of said Section 11.

ALSO all that part of the SW 1/4-SW 1/4, said Section 11, lying southeasterly of the aforedescribed 66 foot strip and lying northerly and westerly of a line which begins at a point on the south line of said SW 1/4-SW 1/4 which point is 60 feet southeasterly of and as measured at right angles to the centerline; thence northeasterly in a straight line for a distance of 850 feet to a point which is 56 feet southeasterly of and as measured at right angles to said centerline; thence on a curve to the right with a radius of 215 feet, for a distance of 234 feet to the east line of said SW 1/4-SW 1/4.

EXCEPT the E 1/2-NE 1/4, said Section 15 and the NW 1/4-NW 1/4, said Section 14, and that part of the E 1/2-SW 1/4, said Section 11 lying northwesterly of the centerline and also except the N W 1/4-SE 1/4, said Section 11.

A strip of land, 73 feet in width, lying 33 feet northwesterly of and 40 feet southeasterly of the centerline, which co-ntinues northeasterly from the above-described centerline, as surveyed, located and laid out across the SW 1/4-NE 1/4, said Section 11 to the east line thereof.

A strip of land, 66 feet in width, lying 33 feet in width on either side of the centerline which continues northeasterly from the above described centerline, as surveyed, located and laid out through the E 1/2-NE 1/4, said Section 11; Section 12 and Section 1, all in T 17 N, R 15 E. to the east line of said Section 1, T 17 N, R 15 E.

EXCEPT the N 1/2-NW 1/4, Section 12, T 17 N, R 15 E.

IN TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWN OF NEKIMI, WINNEBAGO COUNTY.

A strip of land, 66 feet in width, lying 33 feet in width on either side of the centerline which continues northeasterly from the above-described centerline, as surveyed, located and laid out through Section 6, T 17 N, R 16 E, to the north lineof said Section 6 and its easterly extension along the north line of Section 5, said town and range.

IN TOWNSHIP 18 NORTH, RANGE 16 EAST OF THE 4TH PRINCIPAL MERIDIAN, TOWNOF ALGOMA, WINNEBAGO COUNTY.

A strip of land 66 feet in width, lying 33 feet in width on either side of the centerline which continues northeasterly from the above-described centerline as surveyed, located and laid out through Section 32, 33, 28 and 27, T 18 N, R 16 E to the north and south 1/4 line of said Section 27.

EXCEPT the SE 1/4-SE 1/4, Section 31, T 18 N, R 16 E; Government lot 4 of Section 5, T 17 N, R16E; the E 1/2-SW 1/4 and SE 1/4-NE 1/4, Section 32, T 18 N, R 16 E; the SW 1/4-NW 1/4, Section 33, T 18 N, R 16 E; the SW 1/4-SW 1/4 and SE 1/4-NW 1/4, Section 27, T 18 N, R 16 E.

A strip of land, 66 feet in width, lying 33 feet in width on either side of the centerline which continues northeasterly from the above-described centerline as

surveyed, located and laid out through the E 1/2 of said Section 27; Section 26, T 18 N, R 16 E and the W 1/2 of Section 23, T 18 N, R 16 E, to the north and south 1/4 line of said Section 23.

ALSO that part of Lot 4 of the Subdivision of the SW 1/4 of Section 23, T 18 N, of R 16 E, in the Third Ward, City of Oshkosh, per Palmer's Map, said lands now known as and being a part of Map of SW 1/4 of Section 23, in the Sixth Ward, City of Oshkosh, per Leach's Map of 1894, Winnebago County, Wisconsin, described as follows, viz:-

A strip of land extending through said Lot which is 80 feet in width on the west line of said Lot and 110 feet on the east line of said Lot, being the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (formerly the Oshkosh and Mississippi River Railroad).

ALSO that part of Lot 3 of the Subdivision of the SW 1/4 of Section 23, in the Third Ward, City of Oshkosh, per Palmer's Map, said lands now known as and being a part of the Subdivision of Lot 3 in Subdivision of SW 1/4 of Section 23, T 18 N, R 16 E, in the Sixth Ward, City of Oshkosh, per Leach's Map of 1894, Winnebago County, Wisconsin, described as follows, Viz:- Commencing at the northeast corner of said Lot 3; thence West, along the north line of said Lot, 40 feet; thence southwesterly, to apoint on the west line of said Lot that is 145 feet south of the northwest corner of said Lot; thence south along the west line of said Lot, 110 feet; thence northeasterly, to a point on the east line of said Lot that is 120 feet south of the place of beginning; thence north, along the east line of said Lot, 120 feet, to the place of beginning.

AND ALSO Lot 56 according to MAP OF SW 1/4 of Section 23, in the Sixth Ward, City of Oshkosh, per Leach's Map of 1894, Winnebago County, Wisconsin.

ALSO Lot 4 in SUBDN OF LOT 3 in Subdivision of SW 1/4 of SEction 23, T 18 N, of Range 16 E, in the Sixth Ward, City of Oshkosh, per Leach's Map of 1894, Winnebago County, Wisconsin.

EXCEPT that part of said Section 27 lying southerly of the south line of Lots 86 and 87 of the plat of Garden Homes in the NE 1/4-NE 1/4 of said Section 27 in the 13th Ward, City of Oshkosh, Winnebago County, and that part of said Section 27 lying northerly of Lot 2 in the subdivision of the northeast 1/4 of said Section 27, T 18 N, R 16 E in the 13th Ward, City of Oshkosh, Winnebago County, Wisconsin, per Leach's Map of 1894.

ALSO that part of Lots 1 and 2 of Block 75, a part of Lot 24 of Block 92, a part of Lots 9, 10, 11, 12, 19, 20, 21, 22, and 23, of Block 93, a part of Lot 3, 4, 5, 6, 7, 13, 14, 15, 16, 17, and 18, of Block 94, a part of vacated Second Street and vacated Third Street, all in the Plat of the ORIGINAL THIRD WARD, in the Sixth Ward, City of Oshkosh, per Leach's Map of 1894, Winnebago County, Wisconsin, described as follows: viz:- Commencing at the NW corner of Lot 13 of said Block 94; thence south 1 degree 2 minutes 32 seconds east, along the East line of Ohio Street, 101.63 feet, the place of beginning; thence northeasterly 71.64 feet, along the arc of a curve to the left, having a radius of 1022.02 feet and the chord of which bears north 49 degrees 27 minutes 14 seconds east, 71.62 feet and a central angle of 4 degrees 0 minutes 58 seconds, being a line that is 15.00 feet northwesterly of a parallel to the center line of the main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (formerly the Oshkosh and Mississippi River Railroad); thence north 47 degrees 26 minutes 45 seconds east, 98.34 feet, along a line 15.00 feet northwesterly of and parallel with the center line of said main track; thence northeasterly, 69.54 feet, along the arc of a curve to the left, having a radius of 464.43 feet, and the chord of which bears north 43 degrees 9 minutes 23 seconds east, 69.47 feet and a central angle of 8 degrees 34 minutes 44 seconds, being a line that is 15.00 feet norhtwesterly of a parallel to the centerline of a spur track of said Railroad; thence northeasterly, 95.64 feet, along the arc of a reverse curve to the right, having a radius of 931.47 feet and the chord of which bears north 41 degrees 48 minutes 30 seconds east, 95.60 feet and a central angle of 5 degrees 52 minutes 58 seconds, being a line that is 15.00 feet northwesterly of and parallel to the center line of said spur track; thence north 44 degrees 44 minutes 59 seconds east, 47.10 feet, along a line that is 15.00 feet northwesterly of and parallel to the center line of said spur track; thence northeasterly, 264.07 feet, along the arc of a curve to the left, having a radius of 2087.82 feet and the chord of which bears north 41 degrees 7 minutes 34 seconds east, 263.90 feet and a central angle of 7 degrees 14 minutes 49 seconds, being a line that is 15.00 feet norhtwesterly of and parallel to the center line of said spur track; thence north 37 degrees 30 minutes 10 seconds east, 211.21 feet, along a line that is 15.00 feet northwesterly of and parallel to the center line of said spur track, to the west line of Michigan Street; thence continuing northeasterly, to the bank of the Fox River; thence southeasterly, along the bank of said River, to the East line of Lot 2 of said Block 75; thence southwesterly, parallel with the Southeasterly line of Texas Street (now vacated), to the East line of Lot 6 of said Block 94; thence south, along the East line of Lots 6 and 18 of said Block 94, to the South line of said Block 94, thence west, along the South line of said Block 94, to the East line of said Ohio Street; thence north, along the East line of said Ohio Street, to the place of beginning.

EXCEPTthat part of the above description lying northeasterly of a line which is perpendicular to the centerline and located 242.8 feet southwesterly of the southwest bank of the Fox River.

Lots 19 and 20 of Block 94 in the Plat of the ORIGINAL THIRD WARD, in the Sixth Ward, City of Oshkosh, per Leach's Map of 1894, Winnebago County, Wisconsin

This parcel, tract or strip of land contains 110.55 acres, more or less.

STATE OF WISCONSIN
Department of State
Received this 6th day of March A. D. 19 80 at 10 o'clock A.M. and recorded in Vol. 51 of R.P.D. on page 169-172
Secretary of State

#281770

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09,
and 32.05, Wis. Stats.

This award of damages is made pursuant to a acquisition order of the State of Wisconsion Department of Transportation, dated FEBRUARY 11, 19 80, and filed in the office of the County Clerk of MONROE AND VERNON Counties, for the purpose of preserving rail service continuation in said Counties.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said acquisition order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor

The interest acquied by this award is for lands, rights and interests thereto of the owner located in Monroe and Vernon Counties, according to the description comprising pages 1 - 6, inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges, culverts, track and related track materials extending from a northerly point at railroad milepost 2.5 near Sparta to a southerly point at railroad milepost 34.7 at Viroqua, a distance of 32.2 miles, with 4.91 miles of auxiliary track in Monroe and Vernon Counties.

SAid parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on FEBRUARY 15, 19 80. or 7 days after the abandonment order, whichever is later.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of ONE HUNDRED SEVENTY ONE THOUSAND FIFTY SEVEN AND NO/100.
DOLLARS ($ 171,057.00) for the acquisition of said parcel of real estate and /or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/ DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON P.E. /s/ 2/22/80
Secretary

LAND DESCRIPTION

Fee Title in and to the following parcel, tract or strip of land in Monroe and Vernon Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 17 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF SPARTA (SOUTH PART), MONROE COUNTY.

A stirp of land 100 feet in width lying 50 feet in width on either side of a center line that commences on the east-west quarter line of Section 27, T17N-R4W, 530 feet more or less west of the center of said Section 27 at Mile Post 2.5; thence said center line runs southerly on a curve to the left, as surveyed, located and laid out through the E 1/2 - SW 1/4 of said Section 27 to the south line of said Section 27, Thence said centerline continues southeasterly, as surveyed, located and laid out, through the NE 1/4 - NW 1/4, the W 1/2 - NE 1/4, the N 1/2 - SE 1/4 and the SE 1/4 -SE\1/4 of Section 34, T17N-R4W to the south line of the Town of Sparta (South Part).

Also a triangular tract of land lying between the east and north lines of the N E 1/4 - NW 1/4 of Section 34, T17N-R4W and a line located 50 feet northeasterly of and parallel to a center line as surveyed, located and laid out through said NE 1/4 - NW 1/4.

IN TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LEON, MONROE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues southeasterly from the above described center line as surveyed, located and laid out, beginning at the north line of the Town of Leon, Section 3, T16N-R4W, running southeasterly through the E 1/2 - NE 1/4 of said Section to the East line of said Section 3. Thence said center line continues southeasterly, as surveyed, located and laid out, through the SW 1/4 - NW 1/4 and the W 1/2 - SW 1/4 of Section 2, T16N-R4W to the south line of said Section 2. Thence said center line continues southeasterly, as surveyed, located and laid out, running through the NW 1/4-NW 1/4, the E 1/2 - NW 1/4, the E 1/2 - SW 1/4 and the SW 1/4- SE 1/4 of Section 11, T16N-R4W, to the south line of said Section 11.

Also a rectangular tract or strip of land in the SW 1/4 - NW 1/4 and the NE 1/4 - SW 1/4 of Section 11, T16N-R4W, lying between parallel line located 50 feet and 100 feet southwesterly of the above center line and measured along said center line as follows: Commencing at a point on the east-west quarter line 654 feet west of the southeast corner of said SE 1/4 - NW 1/4; thence northwesterly measured along said center line 640.5 feet to the point onf beginning; thence running southeasterly, 1116 feet measured along said center line.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues running southeasterly from the above-described center line, as surveyed, located and laid out, through the W 1/2 - NE 1/4, the NW 1/4 - SE 1/4 and the E 1/2 - SE 1/4 of SEction 14, T16N-R4W, to the south line of said Section 14. (The 100 foot strip through said NW 1/4 - SE 1/4 and said E 1/2 - SE 1/4 is not intended to be made a part of this transfer, but is included for the sole purpose of creating acontinuity of the center line.) Thence the 100 foot strip in width lying 50 feet in width on either side of said center line, as surveyed, located and laid out and continues southeasterly on a curve to the left through the NW 1/4-NE 1/4 of Section 23, T16N-R4W, to the east line of said Section 23, Thence said centerline continues southeasterly, as surveyed, located and laid outh, through the W 1/2 - NW 1/4, the SE 1/4 - NW 1/4, the SW 1/4 - NE 1/4 and the N 1/2 - SE 1/4 of S-ction 24, T16N-$rW, to the east line of the Town of Leon, Excepting from the above that land lying in the 100 foot strip through the S 1/2 - NW 1/4 of said Section 24.

IN TOWNSHIP 16 NORTH, RANGE 3 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WELLS, MONROE COUNTY

A stirp of land 100 feet in width lying 50 feet in width on either side of a center line that continues southeasterly from the above described center line, as surveyed, located and laid out, beginning at the west line of the Town of Wells, Section 19, T16N-R3W, running southeasterly through the SW 1/4 and the SW 1/4 - SE 1/4 of said Section 19 to the south line of said Section 19, Thence said center line continues southeasterly, as surveyed, located and laid out, through the N 1/2 - NE 1/4 and the SE 1/4 - NE 1/4 of Section 30, T16N-R3W, to the east line of said Section 30. Thence said center line continues southeasterly, as surveyed, located and laid out, through the SW 1/4 - NW 1/4, the W 1/2 - SW 1/4 and the SE 1/4 - SW 1/4 of Section 29, T16N-R3W, to the south line of said Section 29, Thence said center line continues southerly on a curve to the right and southwesterly, as surveyed, located and laid out, through the E 1/2 - NW 1/4 and the SW 1/4 of Section 232, T16N-R3W, to the south line of the Town of Wells.

IN TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF JEFFERSON, MONROE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues southwesterly from the above described center line, as surveyed, located and laid out, beginning at the north line of the Town of Jefferson, Section 5, T15N-R3W, running southwesterly through the W 1/2 - NW 1/4 of said Section 5 to the West line of said Section 5, Thence said center line continues southwesterly, as surveyed, located and laid out, throught the SE 1/4 - NE 1/4 of Section 6, T15N -R3W, to the south line of said SE 1/4 - NE 1/4, which is the east-west quarter Tineof said Section 6.

Also a strip of land 50 feet in width lying on the northwesterly side of the conintuation of the centerline, as surveyed, located and laid out, beginning at the east-west quarter line of Section 6, T15N-R3W, running southwesterly through the NE 1/4 of Section 6, in the Village of Melvina, Monroe County, to the south line of said N_E 1/4 - SE 1/4.

Also a strip of land 35 feet in width in the SE 1/4 - NE 1/4 and the NE 1/4 - SE 1/4 of Section 6, T15 N-R3W, in the Village of Melvina, lying between parallel lines located 50 feet and 85 feet northwesterly of a centerline running from the east line of said SE 1/4 - NE 1/4 to a point normal to the south right of way line of Second Street in the Village of Melvina.

Also a strip of land 50 feet in width lying 25 feet in width on either side of a center line that continues running southwesterly from the above-described center line, as surveyed, located and laid out in the SE 1/4 - SE 1/4 of Section 6, T15N-R3W, from a point S70°-30'E, 384 feet from the north line said SE 1/4 - SE 1/4 to the west line of said quarter-quarter.

Also a stirp of land 100 feet in width lying 50 feet in width on either side of a center line that continues southwesterly from the above-described center line, as surveyed, located and laid out, through the SW 1/4 - SE 1/4 of Section 6 T15N-R3W, to the south line of said Section 6. Thence said center line continues southwesterly, as surveyed, located and laid out, through the NW 1/4 - NE 1/4 and the NW 1/4 of Section 7, T15N-R3W, to the west line of said Section 7 and the west line of the Town of Jefferson.

IN TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF PORTLAND, MONROE COUNTY

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues southwesterly from the above-described center line and thence curves southerly, as surveyed, located and laid out, beginning on the east line of the Town of Portland, Section 12, T15N-R4W, running through SE 1/4 - NE 1/4, the NE 1/4 - SE 1/4 and the S 1/2 - SE 1/4 of Section 12, T15N-R4W, to the south line of said Section 12. Thence said center line continues on a curve to the south and thence runs southeasterly, as surveyed, located and laid out, through the W 1/2 - NE 1/4, the N 1/2 - SE 1/4 and the SE 1/4 - SE 1/4 of Section 13, T15N-R4W, to the south line of said Section 13. Thence said center line continues southeasterly through the NE 1/4 - NE 1/4 of Section 24, T15N-R4W, to the east line of said Section 24 and th eTown of Portland, except no land is intended to be acqu-ired in said NE 1/4 - NE 1/4. (Said center line is described in said Section 24 for continuity purposes only.)

IN TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE EXTENDE D FOURTH PRINCIPAL MERIDIAN, TOWN OF JEFFERSON, MONROE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues southeasterly from the above-described center line, as surveyed, located and laid out, beginning at the west line of the Town of Jefferson, Section 19, T15N-R3W, running through the NW 1/4 - NW 1/4, the S 1/2 - NW 1/4, the S 1/2 - NE 1/4 and the N 1/2 - SE 1/4 of Section 19, T15N-R3W, to the east line of said Section 19.

Also a rectangular tract or strip of land in the NW 1/4 - NW 1/4 of Section 19, T15N-R3W, lying between lines located 50 feet and 100 feet southwesterly of and parallel to the above-described center line and measured along said centerline as follows: Commencing at a point on the west line of said Section 19, 371 feet south of the northwest corner; thence said center line runs southeasterly 257 feet to the point of beginning of the above tract of land; thence continuing southeasterly 850 feet.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center ine that meander s easterly and southerly on a curve to the righ from the above-described center line, as surveyed, located and laid out through the N 1/2 - SW 1/4, the SE 1/4 - SW 1/4 and the SW 1/4 - SE 1/4 of Section 20, T15N-R3W, to the south line of said Section 20. Thence said center line continues southwesterly on a curve to the right, as surveyed, located and laid out, through the W 1/2 - NE 1/4, the S 1/2 - NW 1/4 and the NW 1/4 - SW 1/4 of Section 29, T15N-R3W, to the west line of said Section 29.

Also two strips of land in the NW 1/4 - SW 1/4 and the S 1/2 - NW 1/4 of Section 29, T15N-R3W, lying between line located 50 feet and 100 feet southeasterly and also between lines located 50 feet and 100 feet northwesterly of and parallel to the above-described centerline, as surveyed, located and laid out, and measured along said center line from a point 560 feet northeasterly of the west line of said Section 29, to a point1200 feet southwesterly of the north-south quarter line of said Section 29.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues running southwesterly on an "S " curve through the Village of Cashton from the above-described center line, as surveyed, located and laid out, through the N 1/2 - SE 1/4, the SW 1/4 - SE 1/4 and the SE 1/4 - SW 1/4 of Section 30, T15N-R3W, to the south likne of said Section 30.

Also two rectangular tracts of strips of land in the W 1/2 - SE 1/2 of Section 30, T15N-R3W, lying between lines located 50 feet and 125 feet southeasterly and also between lines located 50 feet and 88 feet northwesterly of and parallel to the above-described center line, as surveyed, located andlaid out, and measured along said center line from the southwest line of South Street in the Village of Cashton, northeasterly, 1232 feet. (Plat of Village of Cashton recorded on October 22, 1879).

Also a strip of land 100 feet in width lying 50 feet in width on either side of the center line that continues ru-nning westerly on a curve to the right, as surveyed, located and laid out, through the N 1/2 - NW 1/4 of Section 31, T15N-R3W, to the north line of siad Section 31.

Also a segment of land in the NE 1/4 - NW 1/4 of Section 31, T15N-R3W, lyikng between the north line of said Section 31 and thenortherly right of way limits of the rialroad.

Also a strip of land 100 feeet in iwdth lying 50 feet in width on either side of the center line that continues running northwesterly, as surveyed, located and laid out, 430 feet measured along said center line from the south line of the SW 1/4 - SW 1/4 of Section 30, T15N-R3W.

Also a stirp of land 70 feet in width lying 50 feet in width on the southwesterly side and 20 feet in width on the northeasterly side of the center line that continues running northwesterly, as surveyed, located andlaid out, through the SW 1/4 - SW 1/4 of Section 30, T15N-R3W, for the last 753 feet measured along said center line to the west line of said Section 30 which is the west line of the Town of Jefferson.

IN TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF PORTLAND, MONROE COUNTY.

A strip of land 70 feet in width lying 50 feet in width on the southerly side and 20 feet in width on the northerly side of the continuation of the center line, as surveyed, located and laid out, beginning, at the east line of the Town of Portland and the S 1/4 - SE 1/4 of Section 25, T15N-R4W, and running westerly on a curve to the left ot the south line of said Section 25, Thence said center line continues southwesterly, as surveyed, located, and laid out, 200 feet into the N 1/2 - NE 1/4 of Section 36, T15N-R4W.

Also a strip of land 100 feet in width lying 50 feet in width on either side of the continuation of the center line that meanders southwesterly through the NW 1/4 - NE 1/4 of Section 36, T15N-R4W, to the south line of said NW 1/4 - NE 1/4

Also a strip of land 70 feet in width lying 50 feet in width on the easterly side and 20 feet in width on the westerly side of the continuation of the center line, as surveyed, located and laid out, that continues westerly and southerly through the SW 1/4 - NE 1/4, the SE 1/4 - NW 1/4 and the S 1/2 of Section 36, T15N-R4W, to the south line of said Section 36 and the south line of the Town of Portland which is also the south line of Monroe County. Except that land lying in the NW 1/4 - SE 1/4 of Section 36, T15N-R4W.

IN TOWNSHIP 14 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN TOWN OF CHRISTIANA, VERNON COUNTY.

A strip of land 70 feet in width lying 50 feet in iwdth on the southeasterly side and 20 feet in iwdth on the northwesterly side of the southwesterly continuation of the above-described center line, as surveyed, located and laid out, beginning at the north line of Vernon County and the Township of Christiana and running southwesterly through the NE 1/4- NW 1/4 and the W 1/2 - NW 1/4 of Section 1, T14N-R4W, to the west line of said Section 1. Thence said center line continues southwesterly, as surveyed, located and laid out, through the SE 1/4 - NE 1/4. the E 1/2 - SE 1/4 and the SW 1/4 - SEE 1/4 of Section 2, T14N-R4W, to the south line of said Section 2.

Also a triangular tract of land lying between a line located 50 feet southeasterly of and parallel to the above-described center line, as surveyed, located and laid out, and the northwesterly right of way limits of a Town Road in the SW 1/4- SE 1/4 of Section 2, T14N-R4W.

Also a strip of land 70 feet in width lying 50 feet in width on the southeasterly and easterly side and 20 feet in width on the northeasterly and westerly side of the continuation of the center line, as surveyed, located and laid out, that continues southwesterly on a curve to the left and thence southerly through the NW 1/4 - NE 1/4, the E 1/2 - NW 1/4 and the E 1/2 - SW 1/4 of Section 11, T14N-R4W, to the south line of said Section 11. Thence said center line continues southerly and southwesterly, as surveyed, located, and laid out, through the E 1/2 - NW 1/4, the SW 1/4 - NW 1/4 and the W 1/2 - SW 1/4 of Section 14, T14 N-R4W, to the south line of said Section 14. Thence said center line, continues southwesterly on a curve to the right, as surveyed, located and laid out, through the NW 1/4 - NW 1/4 of Section 23, T14N-R4W, to the west line of said Section 23. Thence said center line continues southwesterly, as surveyed, located and laid out, through the E 1/2 - NE 1/2, the SW 1/4 - NE 1/4, the NW 1/4 - SE 1/4 and the E 1/2 - SW 1/4 of Section 22, T14N-R4W, to the south line of said Section 22. Thence said center line continues southwesterly, as surveyed, located and laid out, through the N 1/2 - NW 1/4 and the SW 1/4 - NW 1/4 of Section 27, T14N-R4W to the west line of said Section 27. Thence said center line continues southwesterly and southerly on a curve to the left, as surveyed, located and laid out, through the SE 1/4-NE 1/4, the N 1/2 - SE 1/4 and the SW 1/4 - SE 1/4 of Section 28, T14N-R4W, to a point 443 feet south of the north line of said SW 1/4 - SE 1/4 in the City of Westby.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues southerly in the City of Westby from the above-described center line, as surveyed, located and laid out, for the southerly 882 feet measured along said center line to the south line of the SW 1/4 - SE 1/4 of Section 28, T14N - R4W.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues running southerly and southeasterly from the above-described center line, as surveyed, located and liad out, through the W 1/2 - NE 1/4 and the NW 1/4 - SE 1/4 of Section 33, T14N-R4W, to the east line of said NW 1/4 - SE 1/4.

Also a strip of land 100 feet in width in the NW 1/4 - NE 1/4 of Section 33, T14N-R4W, in the City of Westby, lying between parallel lines located 50 feet and 150 feet southeasterly of the aforedescribed center line running from the north line to the south line of said NW 1/4 - NE 1/4.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues running southerly, as surveyed, located and laid out, through the NE 1/4- SE 1/4 and the S 1/2 - SE 1/4 of Section 33, T14N-R4W, to the south line of said Section 33 and the south line of the Town of Christiana. (Thr 100 foot strip of land through said NE 1/4 - SE 1/4 and the said S 1/2 - SE 1/4 is not included as a part of this transfer. The sole purpose of the inclusion is for continuity of the center line.)

IN TOWNSHIP 13 NORTH, RANGE 4 WEST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF VIROQUA (NORTH PART), VERNON COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of the continuation of the center line as surveyed, located and laid out that continues southerly through the W 1/2 - NE 1/4 and the S 1/2 - SE 1/4 of Section 4, T13N-R4W, to the south line of said Section 4. Also a 100 foot wide strip of land lying 50 feet on either side of said center line continuing on a south-westerly and westerly course through the W 1/2 - NE 1/4, the SE 1/4 - NW 1/4 and the NE 1/4 - SW 1/4 of Section 9, T13N-R4W, to the west line of said NE 1/4 - SW 1/4. (Said 100 foot strip of land through said Sections 4 and 9 are not included as part of this transfer. The sole purpose of including said Sections 4 and 9 is for the purpose of continuity of the center lines.)

Also a strip of land 100 feet in width lying 50 feet in width on either side of the continuation of the center line, as surveyed, located and laid out, continuing westerly through the NW 1/4 - SW 1/4 of Section 9, T13N-R4W, to the west line of said Section 9. Thence said center line continues southwesterly on a curve to the left, as surveyed, located and laid out, through the NE 1/4 - SE 1/4 and the W 1/2 - SE 1/4 of Section 8, T13N-R4W, to the south line of said Section8. Thence said center line continues southerly, as surveyed, located and laid out, through the W 1/2 - NE 1/4 and the NW 1/4 - SE 1/4 of Section 17, T13N-R4W, to the south line of said NW 1/4 - SE 1/4.

The following land description is an exception to this transfer and is inserted for informational purposes only and to extend the continuity of the center line through the following lands: A strip of land 100 feet in width lying 50 feet in width on either side of the center line, as surveyed, located and laid out that continues southeasterly through the SW 1/4 - SE 1/4 of Section 17, T13N-R4W, to the south line of said Section 17. Thence said center line continues south-easterly through the N 1/2 - NE 1/4 and the SE 1/4 - NE 1/4 of Section 20, T13N-R4W, to the east line of said Section 20. Thence said center line continues southerly on a curve to the right through th-e SW 1/4 - NW 1/4 and the W 1/2 - SW 1/4 of Section 21, T13N-R4W, to the south line of said section 21. Thence

said center line continues southwesterly through the northwest corner of the NW 1/4 - NW 1/4, of section 28, T13N-R4W, to the west line of said section 28. Thence said center line continues southwesterly and southerly through the NE 1/4 - NE 1/4, the S 1/2 - NE 1/4 and the W 1/2 - SE 1/4 of Section 29, T13N-R4W, to the south line of said Section 29. Also excepted is land located in the SW 1/4 - SE 1/4 of Section 17, T13N-R4W, lying between lines located in the SW 1/4 - SE 1/4 of Section 17, T13N-R4W, lying between line located 125 feet easterly and 125 feet westerly of and parallel to the above-described cente r line ofr 400 feet as measured along said center line from the north line of said SW 1/4 - SE 1/4. End of exceptions.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues southwesterly on a curve to the right from the above-described center line, as surveyed, located and laid out, through the W 1/2 - NE 1/4, the SE 1/4 - NW 1/4 and the NE 1/4 - SW 1/4 of Section 32, T13N-R4W, to the east line of Nichols Addition to the City of Viroqua.

Also a tract of land in the SE 1/4 - NW 1/4 and the NE 1/4 - SW 1/4 of section 32, T13N-R4W, lying between a line located 50 feet northwesterly of and parallel to the above-described center line and a line located as follows: On a straight line from a point on the north-south quarter line of said Section 32, 50 feet northwesterly of and normal to said center line to a point 200 feet northwesterly of and normal to said centerline, 47.9 feet as measured southwesterly along said center line from its intersection with the north-south quarter line; thence continuing southwesterly on a line 200 feet northwesterly of and parallel to said center line to the east-west quarter line of said Section 32; thence running westerly along said east-west quarter line to the east line of Nichols Addition to the City of Viroqua; thence south 803 feet along the east line of said Nichols Addition to a point on the east line of Block 3 in said Addition. Except that land already in use for street purposes in the City of Viroqua.

Also a tract of land in the SE 1/4 - NW 1/4 and the NE 1/4 - SW 1/4 of Section 32 T13N-R4W, lying between a line located 50 feet southeasterly of and prarllel to the above-desribed cen-terline and a line located as follows: on a straight line from a point on the north-south quarter line of said Section 32, 50 feet southeasterly of and normal to said center line to a point 100 feet southeasterly of and normal to said centerline, 147.4 feet as measured southwesterly along said centerline from its intersection with the north-south quarter line; thence continuing southwesterly on a line 100 feet southeasterly of and parallel to said center line to a point located 288 feet southwesterly of the southeast right of way corner of Railroad Avenue south of said center line in the City of Viroqua; thence on a straight line to a point located 803 feet south of the east-west quarter line of said Section 32 on the east line of Block 3 of Nichols Addition to the City of Viroqua. Except that land already in use for street pruposes in the City of Viroqua.

Said parcel contains 328.40 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State
Received this 13th day of March A. D. 19 80 at 10 o'clock A M. and recorded in Vol. 51 of D.T. on page 173-177
Secretary of State

DEED NO. 81666

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, IL, for the consideration of EIGHT THOUSAND FIVE HUNDRED THIRTY AND NO/100---------- DOLLARS ($8,530.00), conveys and quitclaims to APPLETON PAPERS INC.

of 825 East Wisconsin Avenue, Appleton, Wisconsin 54911 GRANTEE, all interest in the following described real estate situated in the CITY of APPLETON, County of OUTAGAMIE, and the State of WISCONSIN, to wit:

That part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 21 North, Range 17 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the Northerly extension of the East line of Meade Street, as said Street was established before relocation in 1964, and the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located: thence Northeasterly along said main track center line a distance of 411 feet; thence Northwesterly at right angles to the last described course a distance of 28 feet, more or less, to a point distant 8.5 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 312, as said spur track is now

located, for the point of beginning of the parcel of land herein described; thence Southwesterly parallel with said spur track center line a distance of 440 feet, more or less, to a point on the Northeasterly line of Meade Street , as said street is now (re) located; thence Northwesterly along said Northeasterly line to a point distant 39 feet Northwesterly, 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 25; thence Northeasterly parallel with said original main track center line a distance of 445 feet, more or less, to a point on a line drawn at right angles to the center line of the main track of said Transportation Company, as now located, through the point of beginning; thence Southeasterly along said last described right angle line a distance of 11 feet, more or less, to the point of beginning.

EXCEPTING and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintian, 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:

(1) To place no buildings, structures, trees, shrubbery or other obstructions to motorists' view over the following:

That part of the above described real estate lying Southwesterly of a line parallel with the Northeasterly line of said Meade Street, and distant 50 feet Northeasterly therefrom, as measured along the Northwesterly line of said real estate.

(2) To take all steps necessary, at no expense to Grantor, to comply with any and all governmental requirements relating to land division or use.

DATED this 14th day of DECEMBER , 19 79.

Chicago and North Western Transportation

Signed, Sealed and Delivered in Presence of:

By ROBERT W. MICKEY /s/
Vice President

MARGARET ROGALLA /s/

(S E A L)

Attest DIANE KOHLER-RAUSCH /s/
Assistant Secretary

LAURA CULBERTSON /s/

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 DIANE KOHLER-RAUSCH , 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 of DECEMBER , 19 79.

(S E A L)

RICHARD S. KENNERLEY /s/
Notary Public, in and for the County of Cook, in the State of Illinois

My Commission Expires: NOVEMBER 8, 1980

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of March A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 57 of R R M on page 178
Vel Phillips
Secretary of State

ALGOMA RAILROAD COMPANY

BOARD OF DIRECTORS

RESOLUTION

RESOLVED by the undersigned, who on the date below written, constitute a quorum of the Board of Directors of the Algoma Railroad Company, a corporation formed under Chapter 190 of the Wisconsin Sta-tutes, that Articles (1) and (2) of the ARticles of Incorporation of the Company as filed with the Wisconsin Secretary of State on November 8, 1976 be amended to read as follows:

ARTICLE FIRST: The undersigned have associated and do hereby associate themselves together for the purpose of forming a railroad corporation under Chapter 190 of the Wisconsin Statutes, and the acts amendatory and supplementary thereto; the business and purpose of which corporation shall be the purchase, construction, leasing, maintenance and operation of a railway for the carriage of freight, express, United States Mail and passengers, and all other lawful activities incidental thereto.

ARTICLE SECOND: The name of the Said Corporation shall be the CHIPPEWA RIVER RAILROAD COMPANY and its prinicpal office shall be located in Eau Claire, Eau Claire County, Wisconsin, and its railroad shall extend from Eau Claire to Chippewa Falls, and from Eau Claire through Caryville,Meridean, Red Cedar and Durand to Trevino, or any portions thereof, all in the counties of Eau Claire, Chippewa, Dunn, Pepin and Buffalo, all in Wisconsin.

HENCEFORTH, from this date forward, the ALGOMA RAILROAD COMPANY shall be hereinafter known as the CHIPPEWA RIVER RIALROAD COMPANY with its principal office moved to Eau Claire, Wisconsin from Algoma, Wisconsin, and new corporate purporse as defined herein.

DATE: FEBRUARY 16, 1980

CLINTON JONES, JR. /s/
Chairman of the Board of Directors

CHARLES H. DONALD /s/
Director

GORDON T. DEHAAS /s/
Director

FRED L. TONNE /s/
Director

EDWARD A. ROBINSON /s/
Director

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of March A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 57 of R R M on page 179
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
AND 32.05, Wis. Stats.

This award of damages is made pursuant to a acquisition order of the State of Wisconson Department of Transportation, dated FEBRUARY 11, 19 80, and filed in the office of the County Clerk of LOWA, LAFAYETTE, & GREEN Counties, for the PURPOSE OF PRESERVING RAIL SERVICE CONTINUATION IN SAID Counties.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in andin accordance with said acquisition order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR.

The interest acquired by this award is for the lands, rights and interests thereto of the owner located in Iowa, Lafayette and Green Counties, according to the description comprising pages 1 - 12, inclusive, as attached hereto and made a part hereof, and including:

Land, trestles, bridges, culverts, track and related track materials, beginning at railroad milepost 90.7 in or near Mineral Point, Wisconsin and extending in a southerly and then easterly direction to a point at railroad milepost 44.0 in or near Monroe, Wisconsin, a distance of 46.7 miles with 3.33 miles of auxiliary track in Iowa, Lafayette and Green Counties.

Said Parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or is agents on FEBRUARY 15, 19 80, or 7 days after the abandonment order, whichever is later.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of TWO HUNDRED FOURTEEN THOUSAND NINETY ONE AND NO/100 DOLLARS ($ 214,091.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN / DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON 2/22/80 /s/
P.E. Secretary

Fee Title in and to the following parcel, tract, or strip of land in Green, Lafayette and Iowa Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 1 NORTH, RANGE 7 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF CLARNO, GREEN COUNTY

A strip of land 100 feet in width lying 50 in width on either side of a centerline described as follows:

Commencing at the northeast corner of Government Lot 4, Section 3, T 1 N, R 7 E;

The southerly along the east line of said Government Lot 4, 1103.5 feet to the point of beginning of said centerline at Mile Post 44.0;

Thence said centerline runs southwesterly, as surveyed, located and laid out, through said Government Lot 4, Section 3, to the west line of said Section 3;

Also a strip of land in Government Lot 4, Section 3, T 1 N, R 7 E, lying between lines located 50 feet and 100 feet northwesterly of and parallel to the above-described centerline from a point 685 feet to a point 985 feet southwesterly of said centerline point of beginning, as measured along said centerline.

Thence said centerline continues southwesterly and northwesterly on a curve to the right, as surveyed, located and laid out, through Government Lots 1 and 2 of Section 4, T 1 N, R 7 E;

Also a strip of land in Government Lots 1 and 2, Section 4, T 1 N, R 7 E, lying between lines located 50 feet and 100 feet nort-erly of and parallel to the above-described centerline, as surveyed, located and laid out, through Government Lots 1 and 2 of said Section 4;

Also a strip of land in Government Lot 1, Section 4, T 1 N, R 7 E, lying between the south line of said Governmetn Lot 1 and a line located 50 feet southerly of and parallel to the above-described centerline through Government Lot 1 of said Section4;

Thence said centerline continues northwesterly as surveyed, located and laid out, through Government Lot 3, Section 4, T 1 N, R 7 E;

Also a strip of land in Government Lot 3, Section 4, T 1 N, R 7 E, lying between lines located 50 feet and 80 feet northeasterly of and between lines located 50 feet and 80 feet southwesterly of and parallel to the above-described centerline from a point 790 feet to a point 1,040 feet northwesterly of the east line of said Governemnt Lot 3, Section 4, T 1 N, R 7 E, as measured along said centerline.

Thence said centerline continues northwesterly and southwesterly on a curve to the left, as surveyed, located and laid out, through Government Lots 4 and 5 of Section 4, T 1 N, R 5 E, to the west line of said Section 4, T 1 N, R 5 E;

Also a triangular tract of land lying between the north and west line of Government Lot 5 of Section 4, T 1 N, R 7 E, and a line located 50 feet northwesterly of and parallel to the above-described centerline through said Government Lot 5 of Section 4, T 1 N, R 4 E.

Thence said centerline continues southwesterly, as surveyed, located and laid out, through Government Lot 8, Government Lot 9, Government Lot 10, the NW ¼ - SE ¼, and the E½-SW ¼ of Section 5, T 1 N, R 7 E;

Also a strip of land in Government Lot 9 and 10 of said Sectio-n 5 lying between lines located 50 feet and 100 feet northwesterly of and parallel to the above-described centerline through said Government Lots 9 and 10 of Section 5, T 1 N, R 7 E.

Also a triangular tract of land in the NE¼-SW¼ of Section 5, Town 1 North, Range 7 East, lying within the following described traverse;

Beginning at the northeast corner of said NE¼-SW¼ of Section 5,
Thence West along the east-west quarter line of said Section 5, 420 feet,

Thence southeast 650 feet to the north-south quarter line of said Section 5, to a point 450 feet south of the northeast corner of said NE¼-SW¼ of Section 5,

Thence north along said north-south quarter line of Section 5,450 feet to the point of beginning of said traverse.

Said Traverse includes lands already described above.

Thence said centerline continues sou-thwesterly on a curve to the right, as surveyed, located and laid out, through the SW¼-SW¼ of Section 5, T 1 N, R 7 E, to the west line of said Section 5;

Thence said centerline continues southwesterly and northwesterly on a curve to the right, as surveyed, located and laid out, through the SE¼-SE¼ of Section 6, T 1 N, R 7 E;

Thence said centerline continues northwesterly, as surveyed; located and laid out, through the SW¼-SE¼ and the SE¼-SW¼ of said Section 6;

Thence said centerline continues northwesterly and westerly on a curve to the left, as surveyed, located and laid out, through the SW¼-SW¼ of said Section 6, to the west line of said Section 6 and the west line of the Town of Clarno.

Also a strip of aldn in the SW¼-SW¼ of Section 6, T 1 N, R 7 E, lying between lines located 50 feet and 100 feet southerly of and paralle to the above-described centerline from a point 239 feet to a point 640 feet easterly of the west line of said Section 6, as measured along said centerline.

IN TOWNSHIP 1 NORTH, RANGE 6 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF CADIZ, GREEN COUNTY

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues from the above-described centerline westerly and southwesterly on a curve to the left, as surveyed, located and laid out, through the S½-SE¼ of Section 1, T 1 N, R 6 E, to the south line of said Sectionl;

Thence said centerline continues southwesterly, as surveyed, located and laid out, through the NW¼-NE¼ of Section 12, T 1 N, R 6 E;

thence said centerline continues southwesterly and westerly on a curve to the right, as surveyed, located and laid out, through the NE¼-NW¼ of said Section 12;

Thence said centerline continues westerly and southwesterly on a curve to the left, as surveyed, located and laid out, through the NW¼-NW¼ of said Section 12, to the west line of said Section 12;

Also a strip of land in the N½-NW¼ of Section 12, T 1 N, R 6 E, lying between line located 50 feet and 100 feet northwesterly and northerly of and parallel to the above-described centerline through the said N½-NW¼ of Section 12.

Thence said centerline continues southwesterly and northwesterly on a curve to the right, as surveyed, located and laid out, through the N½-NE¼ of Section 11, T 1 N, R 6 E;

Also a strip of land in the N½-NE¼ of Section 11, T 1 N, R 6 E, lying between lines located 50 feet and 100 feet northerly and northeasterly of and parallel to the above-described centerline through the said N½-NE¼ of Section 11.

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located and laid out, through the NE¼-NW¼ of said Section 11, to the north line of said Section 11;

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located and laid out, through the NE¼-NW¼ of said Section 11, to the north line of said Section 11;

Thence said centerline continues northwesterly and westerly on a curve to the left, as surveyed, located and liad out, through the SE¼-SW¼ of Section 2, T 1 N, R 6 E;

Thence said centerline continues westerly and northwesterly on a curve to the right, as surveyed, located and laid out, through the NW¼-NW¼ of Section 11, T 1 N, R 6 E, also through the SW¼-SW¼ of Section 2, T 1 N, R 6 E, to the west line of said Section 2;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through the S½-SE¼ of Section 3, T 1 N, R 6 E;

Thence said centerline continues northwesterly and southwesterly on a curve to the left, as surveyed, lcoated and laid out through the S½-SW¼ of said Section 3, to the west line of said Section 3;

Thence said centerline continues Southwesterly, as surveyed, located and laid out, through the S½-SE¼ of Section 4, T 1 N, R 6 E, to the south line of said Section 4;

Thence said centerline continues southwesterly and northwesterly on a curve to the right, as surveyed, located and laid out, through the NW¼-NE¼ and the NE¼-NW¼ of Section 9, T 1 N, R 6 E to the north line of said Section 9;

Thence said centerline continues northwesterly and westerly on a curve to the left, as surveyed, located and liad out, through the S½-SW¼ of Section 4, T 1 N, R 6 E, to the west line of said Section 4;

Also a parcel of land in the S½-SW¼ of Section 4, T 1 N, R 6 E, as described below, from the above-described centerline;

Commencing at the intersection of the southlineof said Section 4 and the above-described centerline;

Thence Southeasterly along the above-described centerline, 297 feet to the point of beginning of traverse;

Thence Northwesterly along the above-described centerline, 1337 feet to the point of ending of said traverse.

Said parcel includes all that land of the owner, including above-described lands, lying between the south line of said Section 4, and a line described from the above-described centerline, as follows:

80 feet northerly of and parallel to the above-described centerline, for the first 882 feet as measured along said centerline;

70 feet northerly of and parallel to the above-described centerline, for the next 119 feet as measured along said centerline;

150 feet northerly of and parallel to the above-described centerline, for the next 286 feet as measured along said centerlin;

From a point 150 feet to a point 100 feet, both points being northerly of and normal to the above-described centerline, for the last 150 feet as measured along said centerline.

Thence said centerline continues westerly, as surveyed, located and laid out, through the SE¼-SE¼ of Section 5, T 1 N, R 6 E;

Thence Said centerline continues westerly and northwesterly on a curve to the right, as surveyed, located and laid out, through Government lots 12 and 15 of said Section 5;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through Government Lot 14 of said Section 5, to the west line of said Section 5;

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located and laid out, through the NE¼-SE¼ of Section 6, T 1 N, R 6 E;

Thence said centerline continues northwesterly and southwesterly on a curve to the left, as surveyed, located and laid out, through Government Lot 14 and Government Lot 13 of said Section 6;

Thence said centerline continues southwesterly, as surveyed, located and laid out, through Government Lots 12 and 17 of said Section 6, to the west line of Section 6, being the west line of the Town of Cadiz and also the west line of Green County.

Except a strip of land in Government Lot 17, Section 6, T 1 N, R 6 E, lying between lines 40 feet and 50 feet northwesterly of and parallel to the above-described centerline from the west line of said Section 6 to a point 100 feet northeasterly of the west line of said Section 6, as measured along said centerline.

IN TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WAYNE, LAFAYETTE COUNTY

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline as surveyed, located and laid out, beginning at the east lineof Lafayette County and town of Wayne and running southwesterly through Government Lots 16 and 17 of Section 1, T 1 N, R 5 E, to the south line of said Section1;

Thence said centerline continues southwesterly, as surveyed, located and laid out, through Government Lot 1 of Section 12, T 1 N, R 5 E;

Thence said centerline continues southwesterly on a curve to the right, as surveyed, located and laid out, through Government Lot s 2 and 3 of said Section 12, to the west line of said Section 12;

Thence said centerline continues southwesterly, as surveyed, located andlaid out, through Government Lots 5 and 6, and the N½-SW¼ of Section 11, T 1 N, R 5 E, to the west line of said Section 11;

Thence said centerline continues southwesterly on a curve to the left, as surveyed, located and laid out, through the N½-SE¼ and the SW¼ -SE¼ of Section 10, T 1 N, R 5 E;

Also a strip of land in the NE¼-SE¼ of Section 10, T 1 N, R 5 E, lying between lines located 50 feet and 250 feet northwesterly of and parallel to the above-described centerline from a point 353 feet to a point 1, 343 feet southeasterly of the east line of said Section 6, as measured along said centerline.

Thence said centerline continues southwesterly, as surveyed, located and laid out, through the S½-SW¼ of said Section 10, to the south line of said Section 10;

Thence said centerline continues southwesterly and westerly on a curve to the right, as surveyed, located and laid out, through the NW¼-NW¼ of Section 15, T 1 N, R 5 E, to the west line of said Section 15;

Thence said centerline continues westerly and southwesterly on a curve to the left, as surveyed, located and laid out, through the N½-NE¼ of Section 16, T 1 N, R 5 E;

Thence said centerline continues westerly and northwesterly on a curve to the right, as surveyed, located and laid out, through the N½-NW¼ of said Section 16 to the north line of said Section 16;

Thence said centerline continues northwesterly on a curve to the right, as surveyed, located and laid out, through Government Lot 7 of Section 9, T 1 N, R 5 E, to the west line of said Section 9;

Thence said centerline continues northwesterly and northerly on a curve to the right, as surveyed, located and laid out, through Government Lots 3 and 2 of Section 8, T 1 N, R 5 E;

Thence said centerline contininues northerly, as surveyed, lcoated and laid out, through Government Lot 1 of said Section 8;

Thence said centerline continues northerly and northwesterly on a curve to the left, as surveyed, located and laid out, through the NE¼-NE¼ of said Section 8, to the north line of said Section 8;

Thence said centerline continues northwesterly and westerly on a curve to the left, as surveyed, located and laid out, through Government Lot 9 and the E½ of Government Lot 7 of Section 5, T 1 N, R 5 E;

Thence said centerline continues westerly and northwesterly on a curve to the right, as surveyed, located and laid out, through the w½ of Government Lot 7 of said Section 5, to the west line of said Section 5;

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located and laid out, through Government Lot 9 of Section 6, T 1 N, R 5 E;

Thence said centerline continues northwesterly on a curve to the right, as surveyed, located and laid out, through the SW¼-SE¼ of said Section 6;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through the SW¼-SE¼ of said Section 6;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through Government Lots 8 and 6 of said Section 6;

Thence said centerline continues northwesterly and westerly on a curve to the left, as surveyed, located and laid out, through Government Lot 5 of said Section 6, to the west line of said Section 6, also being the west line of the Town of Wayne.

IN TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE EXTENDED FOURTH PRINCIPAL. MERIDIAN, TOWN OF GRATIOT, LAFAYETTE COUNTY

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues westerly and southwesterly on a curve to the left from the above-described centerline, as surveyed, located and laid out, beginning at the east line of the Town of Gratiot, Section 1, T 1 N, R 4 E, running westerly and southwesterly through Government Lots 11 & 10 and the NE¼-SE¼ of said Section 1;

Thence said centerline continues southwesterly, as surveyed, located and laid out, through Government Lots 12 and 6, and the N½ of Government Lot 7 of said Section 1;

Also a triangular tract of land in Government Lot 6 of Section 1 T 1 N, R 4 E, bounded as follows:

On the south by the south line of said Government Lot 6 of Section 1;

On the northeast by the southwest bank of the Pecatonica River;

On the northwest by a line 50 feet southeasterly of and parallel to the above-described centerline.

Thence said centerline continues southwesterly on a curve to the right, as surveyed, locatd and laid out, through the S½ of Government Lot 7 and Government Lot 8 of said Sectin 1, to the south line of said Section 1;

Thence said centerline continues southwesterly and northwesterly on a curve tothe right, as surveyed, located and laid out, through the NW¼-NW¼ of Section 12, T 1 N, R 4 E, to the west line of said Section 12;

Thence said centerline continues northwesterly on a curve to the right, as surveyed, located and laid out, through Government Lot 1 of Section 11, T 1 N, R 4 E, to the north line of said Section 11;

Thence said centerline continues northwesterly on a curve to the rright, as surveyed, located and laid out, through Government Lot 9 of Section 2, T 1 N, R 4 E;

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located and laid out, through the SW¼-SE¼ of said Section 2;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through the NW¼-SE¼, Government Lots 5 and 4, and NW¼-SW¼ of said Section 2, to the west line of said Section 2;

Thence said centerline continues northwesterly and southwesterly on a curve to the left, as surveyed, located and laid out, through the SE¼-NE¼ and Government Lot 3 of Section 3, T 1 N, R 4 E;

Thence said centerline continues southwesterly, as surveyed, located and laid out, through Government Lot 4 of said Section 3;

Thence said centerline continues southwesterly on a curve to the right as surveyed located and laid out, through Government Lot 5 of said Section 3, to the south line of said Section 3;

Thence said centerline continues southwesterly, as surveyed, located and laid out, through the NW¼-NW¼ of Section 10, T 1 N, R 4 E to the west line of said Section 10;

Thence said centerline continues southwesterly and northwesterly on a curve to the right, as surveyed, located and laid out, through the N½-NE¼ of Section 9, T 1 N, R 4 E, to the north line of said Section 9;

Also a strip of land in the N½-NE¼ of Section 9, T 1 N, R 4 E, lying between lines located 50 feet and 100 feet northwesterly of and parallel to the above-described centerline, from the north line of said Section 9 to a point 1,085 feet southeasterly of the north line of said Section 9, as measured along said centerline.

Thence said centerline continues northwesterly and northeasterly on a curve to the right, as surveyed, located and laid out, through the first 380 feet from the south line of Section 4, T 1 N, R 4 E, as measured along said centerline.

A strip of land 82.50 feet in width lying 41.25 feet in width on either side of a centerline that continues northeasterly from the above-described centerline, as surveyed, located and laid out, beginning at a point 380 feet northwesterly of the south lineof Section 4, T 1 N, R 4 E, as measured along said centerline;

Thence said centerline continues northeasterly, as surveyed, located and laid out, through Government Lot 5 and the south 2/3 of Government Lot 4 of said Section 4;

Also a strip of land in Government Lot 5 of Section 4, T 1 N, R 4 E, lying between lines located 41.5 feet and 66.5 feet southeasterly of and parallel to the above-described centerline, from a point 1530 feet to a point 1790 feet southwesterly of the north line of said Government Lot 5 of Section 4, as measured along said centerline, also from a point 2060 feet to a point 2330 feet southwesterly of the north line of said Government Lot 5 of Section 4, as measured along said centerline.

Also a strip of land in Government Lot 5 of Section 4, T 1 N, R 4 E, lying between lines located 41.5 feet and 66.5 feet northwesterly of and parallel to the above-described centerline, from a point 1360 feet to a point 2020 feet southwesterly of the north line of said Government Lot 5 of Section 4, as measured along said centerline.

Thence said Centerline continues northeasterly and northwesterly on a curve to the left, as surveyed, located and laid out, through the N 1/3 of Government Lot 4 of said Section 4, to the north line of said Section 4 and the north line of Township 1 North, Range 4 East;

Also a strip of land in Government Lot 4 of Section 4, T 1 N, R 4 E, lying between a line 41.25 feet easterly of and parallel to the above-described centerline and a line along the westerly bank of the Pecatonica River, From a point 190 feet to a point 1,393 feet southwesterly of the north line of said Section 4; as measured along said centerline.

Also a tract of land in Government Lot 4 of Section 4, T 1 N, R 4 E, lying within the following described traverse:

Commencing at the intersection of the north line of said Section 4 and the above-described centerline;

Thence southwesterly along the above-described centerline, 868 feet to the point of beginning of said traverse;

Thence westerly and normal to the above-described centerline , 201.25 feet;
Thence southerly, 525 feet to apoint 111.25 feet westerly of and normal to the above-described centerline;

Thence easterly and normal to the above-described centerline 111.25 feet, to a point on said centerline;

Thence northeasterly along the above-described centerline, 525 feet to the point of begging of said traverse.

Said tract includes land that already has been described above.

IN TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, EAST PART OF THE TOWN OF GRATIOT, LAFAYETTE COUNTY.

A strip of land 82.5 feet in width lying 41.25 feet in width on either side of a centerline that continues northwesterly on a curve to left from the above-described centerline as surveyed located, and laid out, beginning at the south line of Government Lot 7, Section 33, T 2 N, R 4 E, east part of the Town of Gratiot, running northwesterly through Government Lot 6 and 7 of said Section 33;

Thence said centerline continues northwesterly on a curve to the right as surveyed, located, and laid out, through Government Lot 3 and 8 of said Section 33;

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located, and laid out, through Government Lot 2 of said section 33, to the west line of said Section 33;

Also a parcel of land in Government Lots 7 and 8, Section 33, T 2 N, R 4 E lying southerly of the Pecatonica River and northerly of the above-described centerline.

Thence said centerline continues northwesterly on a curve to the right, as surveyed, located, and laid out through Government Lot 3, Section 32, T 2 N, R 4 E to the north line of said Section 32, also being the north line of the Town of Gratiot.

IN TOWNSHIPNORTH, RANGE 4 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DARLINGTON, LAFAYETTE COUNTY.

A strip of land 82.50 feet in width lying 41.25 feet in width one on either side of a centerline that continues north westerly from the above-described centerline on a curve to the right, as surveyed, located, and laid out through Government Lot 6, Section 29, T 2 N, R 4 E;

Thence said centerline continues northwesterly as surveyed, located, and laid out through Government Lots 2, 3 and 5 of said Section 29, to the north line of said Section 29;

Also a parcel of land lying between the old and new channel of the Pecatonica River, Government Lot 2 and 3, Section 32, Town of Gratiot, and Government Lot 6, Section 29, Town os Darlington, all in T 2 N, R 4 E;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through Government Lots 7 and 5, the E½-SW¼, and Government Lots 1 and 2 of Section 20, T 2 N, R 4 E, to the north line of said Section 20;

Also a strip of land in Government Lot 1 and 2 , Section 20, T 2 N, R 4 E lying between lines located 41.25 feet and 165 feet northeasterly of and parallel to the above-described centerline, and extending the length of the channel change for the Pacatonica River;

Thence said centerline continues northwesterly as surveyed, located, and laid out, through Government Lot 8, Section 17, T 2 N, R 4 E;

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located, and laid out through Government Lot 6 of said Section 17;

Thence said centerline continues northwesterly, as surveyed, located, and laid out, through Government Lot 7 of said Section 17 to the west line of said Section 17;

Also two strips of land in Government Lot 6, Section 17, T 2 N, R 4 E lying between lines located 41.25 feet and 66 feet northeasterly and also between lines located 41.25 and 66 feet southwesterly of and parallel to the above-described centerline, as surveyed, located and laid out, and beginning at the south line and ending at the west line of said Government Lot 6 of said Section 17;

Thence said centerline continues northwesterly on a curve to the right as surveyed, located, and laid out through Government Lot 3, Section 18, T 2 N, R4 E;

Thence said centerline contines northwesterly, as surveyed, located and laid out through Government Lots 1 and 2, and the NE¼-NW¼ of said Section 18 to the north line of said Section 18;

Thence said centerline continues northwesterly on a curve to the left, as surveyed, located and laid out, through Government Lots 8 and 9, Section 7, T 2 N, R 4 E to the west line of said Section 7, also being the west line Range 4 East, Town of Darlington.

IN TOWN 2 NORTH, RANGE 3 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DARLINGTON, LAFAYETTE COUNTY.

A strip of land 82.50 feet in width lying 41.25 feet in width on either side of a centerline taht continues northwesterly, northerly, and northeasterly from the above-described centerline on a curve to the right, as surveyed, located and laid out through Government Lot 8, 7 and 6 of Section 12, T 2 N, R 3 E to the north-south ¼ line of said Section 12;

Thence said centerline continues northeasterly and northerly on a curve to the left, as surveyed, located, and laid out through Government Lots 4 and 5 of said Section 12 to the north line of said Section 12;

Thence said centerline continues northerly and northwesterly on a curve to the left, as surveyed, located, and laid out through Government Lots 6 and 7, Section 1, T 2 N, R 3 E to the north-south ¼ line of said Section 1;

Thence said centerline continues northwesterly as surveyed, located, and laid out, through Government Lots 3, 8, 9 and 10, of said Section 1 to the west line of said Section1;

Also a tract of land in Government Lot 8, Section 1, T 2 N, R 3 E, lying between a line located 41.25 feet northeasterly of and parallel to the above-described centerline and the center of the Pecatonica River channel; and extending from the north-south ¼ line of said Section 1 to the center of the southeasterly most original channel;

Also a ~~tract~~ STRIP of land in Government Lot 3, Section 1, T 2 N, R 3 E lying between lines located 41.25 feet and 165 feet northeasterly of and parallel to the above-described centerline, and extending from the southeasterly most original channel 1,100 feet, more or less to the northwesterly most original channel;

Thence said centerline continues northwesterly as surveyed, located, and laid out through Government Lot 2, Section 2, T 2 N, R 3 E, to the west line of said Government Lot 2;

Thence said centerline continues northwesterly and westerly on a curve to the left as surveyed, located, and laid out through Government Lot 3 of said Section 2, to the west line of said Government Lot 2;

Thence said centerline continues westerly as surveyed, located and laid out through Government Lots 4, 5 and 6 of said Section 2 to the west line of said Section 2;

Thence said centerline continues westerly, northwesterly and northerly on a curve to the right, as surveyed, located, and laid out to various widths of right of way through the City of Darlington, Government Lots 1 and 2, Section 3, T 2 N, R 3 E to the north line of said Section 3, also being the north line of Town 2 North, Range 3 East, Town of Darlington.

IN TOWNSHIP 3 NORTH, RANGE 3 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DARLINGTON, LAFAYETTE COUNTY.

Also parcel of land lying between the Pecatonica River and the easterly right of way limits of the Grantor; beginning at the south line of Section 34, T 3 N, R 3 E, Government Lot 8 and extending to the Pecatonica River crossing;

A strip of land 82.5 feet in width lying 41.25 feet in width on either side of a centerline that continues northwesterly from the above-described centerline as survyed, located, and laid out, beginning at the Pecatonica River crossing and running through Government Lot 4, Section 34, T 3 N, R 3 E to the north line of said Government Lot 4;

Thence said centerline continues northerly and northwesterly on a curve to the left, as surveyed, located and laid out through Government Lots 2 and 3 of said Section 34 to the west line of said Government Lot 2;

Thence said centerline continues northweterly as surveyed, located, and laid out, through Government Lot 1 of said Section 34 to the west line of said Section 34;

Thence said centerline continues northerly as surveyed, located and laid out, through Government Lot 5 and 6, Section 33, T 3 N, R 3 E to the north-south quarter line of said Section 33;

Thence said centerline continues northwesterly and northerly on a curve to the right as surveyed, located and laid out through Government Lot 2 and 4 of said Section 33 to the north line of said Section 33, also being the north line of the Town of Darlington;

IN TOWNSHIP 3 NORTH, RANGE 3 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WILLOW SPRINGS, LAFAYETTE COUNTY.

A strip of land 82.50 feet in width lying 41.25 feet in width on either side of a centerline that continues northwesterly and northerly from the above-described centerline on a curve to the right, as surveyed, located and laid out through Government Lot 4, Section 28, T 3 N, R 3 E to the north line of said Government Lot 4;

Thence said centerline continues northerly as surveyed, located, and laid out, through Government Lot 3 of said Section 28 to the north line of said Government Lot 3;

Thence said centerline continues northerly and northwesterly on a curve to the left as surveyed, located and laid out through Government Lot 2 of said Section 28 to the west line of said Section 28;

Thence said centerline continues northerly and northwesterly on a curve to the left, as surveyed, located, and laid out through Government Lots 4 and 5, Section 29, T 3 N, R 3 E to the north-south quarter line of said Section 29;

Thence said centerline continues northwesterly and northerly on a curve to the right, as surveyed, located, and laid out through Government Lot 4 of said Section 29 to the north line of said Section 29;

Thence said centerline continues northerly as surveyed, located, and laid out through Government Lots 2, 4, 5 and 6, Section 20, T 3 N, R 3 E to the north 1/16 line of said Section 20;

Thence said centerline continues northerly and northeasterly on a cirve to the right as surveyed, lcoated, and laid out through Government Lots 1 and 3 of said Section 20 to the north line of said Section 20;

Also a strip of land in Government Lots 2, 5 and 6, Section 20, T 3 N, R 3 E lying between the above-described centerline and a line located 206.25 feet westerly of and parallel to the above-described centerline and extending from the south end to the north end of thePecatonica River Channel change;

Also a strip of land in Government Lots 1 and 3, Section 20, T 3 N, R 3 E lying between the above-described centerline and a line located 206.25 feet westerly of and parallel to the above-described centerline and extending from the south end to the north end of the Pecatonica River channel change;

Thence said centerline continues northerly and northeasterly on a curve to the right as surveyed, lcocated, and laid out through Government Lot 7 Section 17, T 3 N, R 3 E to the north-south ¼ line of said Section 17;

Thence said centerline continues northerly and northwesterly on a curve to the left, as surveyed, located, and laid out through Governmeent Lots 8, 1 and 2 of said Section 17 to the north 1/16 of said Section 17;

Thence said centerline continues northwesterly as surveyed, located, and laid out through Governmeent Lot 2 of said Section 17, to the north line of said Section 17;

Also all that land of the owner in Government Lot 2 of Section 17, T 3 N, R 3 E lying between a line located 41.25 feet southwesterly of and parallel to the above-described centerline, as surveyed, located and laid out and the Pecatonica River;

Thence said centerline continues northwesterly, northerly and northeasterly on a curve to the right, as surveyed, located, and laid out through the E½-SW¼ of Section 8, T 3 N, R 3 E to the east-west quarter line of said Section 8;

Thence said centerline continues northeasterly as surveyed, located, and laid out through the E½-NW¼ and the NW¼-NE¼ of said Section 8 to the north line of said Section 8;

Also all that land of the owner in the E½-SW¼ of Section 8, T 3 N, R 3 E lying between a line located 41.25 feet westerly of and parallel to the above-described centerline, as surveyed, located, and laid out and the west line of said E½-SW¼ of said Section 8;

Thence said centerline continues northerly and northwesterly and westerly on a curve to the left, as surveyed, located, and laid out through the W½-SE¼ and the NE¼-SW¼ of Section 5, T 3 N, R 3 E;

Thence said centerline continues westerly as surveyed, located, and laid out through the NW¼-SW¼ of said Section 5 to the west line of said Section 5;

Thence said centerline continues westerly and northwesterly on a curve to the right, as surveyed, located, and laid out, through the NE¼-SE¼ of Section 6, T 3 N, R 3 E to the east-west quarter line of said Section 6;

Thence said centerline continues northwesterly as surveyed, located, and laid out, through the S½-NE¼, NE¼-NE¼ and the NE¼-NW¼ of said Section 6 to the north line of said Section 6, also being the north line of Town 3 North, Range 3 East, Town of Willow Springs;

Also a strip of land in the SW¼-NE¼ of Section 6, T 3 N, R 3 E lying between the above-described centerline and a line located 206.25 feet southwesterly of and parallel to the above described centerline, extending from the east-west quarter line to the north end of the Pecatonica River Channel change;

IN TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WILLOW SPRINGS, LAFAYETTE COUNTY

A strip of land 82.5 feet in width lying 41.25 feet in width on either side of a centerline that continues northwesterly and northerly from the above-described centerline on a curve to the right, as surveyed, located and laid out through the S½-SW¼ of Section 31, T 4 N, R 3 E to the south 1/16 line of said Section 31;

Thence said centerline continues northerly and northwesterly on a curve to the left as surveyed, located, and laid out through the NW¼-SW¼ of said Section 31, to the east-west quarter line of said Section 31;

Thence said centerline continues as surveyed, located and laid out through the SW¼-NW¼ of said Section 31 to the west line of said Section 31, also being the west line of Town 4 North, Range 3 East and theTown of Willow Springs.

IN TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF KENDAL, LAFAYETTE COUNTY

A strip of land 82.50 feet in width lying 41.25 feet in width on either side of a centerline that continues northwesterly from the above-described centerline as surveyed, located, and laid out through the E½-NE¼ of Section 36, t 4 N, R 3 E to the north line of said Section 36;

Also all that land of the owner in the NE¼-NE¼, Section 36, T 4 N, R 2 E lying between lines located 41.25 feet and 111.25 feet southwesterly of and parallel to the above-described centerline extending from a point 150 feet southeasterly of the north line of said Section 36;

Thence said centerline continues northerly and northeasterly on a curve to the right, as surveyed, located and laid out, through the SE¼ and the NE¼ of Section 25, T 4 N, R 2 E to the north line of said Section 25;

Thence said centerline continues northeasterly, as surveyed, located, and laid out through the E½-SE¼ of Section 24, T 4 N, R 2 E to the east line of said Section 24, also being the east line of Town 4 North, Range 2 East and the Town of Kendall.

IN TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WILLOW SPRINGS, LAFAYETTE COUNTY

A strip of land 82.50 feet in width lying 41.25 feet in width on either side of a centerline that continues northeasterly from the above-described centerline as surveyed, located and laid out through the W½-SW¼, S½-NW¼, NE¼-NW¼, and the NW¼-NE¼ of Section 19, T 4 N, R 3 E to the north line of said Section 19, also being the north line of the Town of Willow springs and Lafayette County.

IN TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF MINERAL POINT, IOWA COUNTY

A strip of land 82.50 feet in width lying 41.25 feet in width on either side of a centerline that continues northeasterly from the above-described centerline as surveyed, located, and laid out, beginning at the south line of Iowa County and the Town of Mineral Point and running northeasterly through the SW¼-SE¼ of Section 18, T 4 N, R 3 E to the southl/16 line of said Section 18;

Thence said centerline continues northeasterly, northerly and northwesterly on a curve to the left, as surveyed, located, and laid out through the N½-SE¼ E½-NE¼ of said Section 18 to the north line of said Section 18;

Thence said centerline continues northwesterly as surveyed, located and laid out through the SE¼-SE¼, N½-SE¼ and the SW¼-NE¼ of Section 7, T 4 N, R 3 E to the north 1/16 line of said Section 7;

Thence said center continues northerly on a curve to the right, as surveyed, located, and laid out through the NW¼-NE¼ of said Section 7 to the north line of said Section 7;

Thence said centerline continues northerly in a series of reverse curves as surveyed, loca-ted and laid out through the W½-SE¼ and the NE¼-SE¼ of Section 6, T 4 N, R 3 E to the east-west quarter line of said Section 6;

Thence said centerline continues northerly, as surveyed, lcoated, and laid out through the NE¼ of said Section 6 to the north line of said Section 6 and Mile Post 90.7 which is also the end of acquistion order.

Said parcel, tract or strip of land contains 568.27 acres.

Project I.D. 1000-21-57 Parcel 1

STATE OF WISCONSIN)
Department of State) ss.
Received this 24th day of
March A. D. 19 74 at 10
o'clock A.M. and recorded in Vol.
51 of R.R.D.
on page 136 of 138
Ted Philipps
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Bnaking 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 DANIEL M. SHAW and PATRICIA A. SHAW, husband and wife, as joint tenants.

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 Madison, County of Dane, and the State of Wisconsin.

and described as follows, to wit:

That part of the Southeast Quarter of the Southwest Quarter of Section 6, Township 7 North, Range 10 East of the Fourth Principal Meridian, bounded as follows: On the Northeast by the Northwesterly extension of the Northeasterly line of Lot 6 of Block 279 in Farwell's Replat and Addition to the Village (now City) of Madison; On the Northwest by the Southeasterly line of Lots 2 and 3 In Nielson, Ellis, and Wynne Replat of part of outlot "A", Wakeley's Subdivision of a part of the City of Madison; On the Southwest by the Southeasterly extension of the Southwesterly line of said Lot 2; and on the Southeast by a line parallel with and distant 30 feet Northwesterly, measured radially, from the center line of Chicago and North Western Transportation Company Wye or Connecting track ICC No. 12, as said track is now located.

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 3rd day of MARCH , A.D., Nineteen Hundred and Eighty.

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

(S E A L)

By J. R. GRIMES /s/
Vice President

ATTEST:

J. D. WALL /s/
Trust Officer

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

R. E. SCHUTEN /s/

R. C. KECH /s/

STATEOF ILLINOIS)
) SS
COUNTY OF C O O K)

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 J. D. WALL 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 J. D. WALL resides IN ARLINTON HTS., 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.

STATE OF WISCONSIN
Department of State } ss.
Received this 26th day of March A. D. 19 80 at 10 o'clock a M. and recorded in Vol. 51 of RRM on page 188-190
Secretary of State

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd day of MARCH A.D., Nineteen Hundred and Eight.

(S E A L)

T. BRUNK /s/
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, 400 West Madison Street, Chicago, Illinois 60606.

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Bnaking 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 Stae 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 THOMAS H. BENTLEY & SON, 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 City of Milwaukee, County of Milwaukee, and the State of Wisconsin.

and described as follows, to wit:

That part of the South Half of the North Half of the Southwest Quarter of Section 24, Township 8 North, Range 21 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the center line of West Elm Ave., distant 50 feet Northeasterly, measured at right angles, from the center lineof the main track of the Northwestern Union Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 24; thence Northwesterly parallel with said original main track center line a distance of 264 feet; thence Southwesterly at right angles to the last described course a distance of 25 feet, more or less, to a point distant 25 feet Northeasterly, measured at right angles, from the cneter line of the main track of the Chicago and North Western Trnasportation Company, as said main track is now located; thence Southeasterly parallel with said last described main track center line a distance of 264 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 Northeasterly along said last described right angle line a distance of 25 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 andnot 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 Assistan Secretary this 3rd day of MARCH , A.D., Nineteen Hundred and Eight.

(S E A L)

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

J. R. GRIMES /s/
Vice President

ATTEST:

J. D. WALL /s/
Trust Officer

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

R. E. SCHUTEN /s/

R. C. KECH /s/

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 J. D. WALL 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 J. D. WALL resides IN ARLINGTON HTS, 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 Instruemnt is the seal of said Association; and that said Association ex-cuted 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 day of MARCH A.D., Ninetee Hundred and Eighty.

T. BRUNK /s/
NOTARY PUBLIC
In and for the county of Cook in the State of Illinois

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

STATE OF WISCONSIN
Department of State } ss.
Received this 10th day of April A. D. 19 80 at 10 o'clock a M. and recorded in Vol. 51 of RRM on page 190-191
Secretary of State

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

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09 (2), 85.09,
and 32.05, Wis. Stats.

The award of damages is made pursuant to acquisition order of the STate of Wisconsin Departmernt of Transportation, dated FEBRUARY 11, 19 80. and filed in the Office of the County Clerk of ROCK & WALWORTH Counties, for the Purpose of rail banking for future rail service continuation in said Counties.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with acquisition order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor

The interest acquired by this award is for thelands, rights and interests thereto of the owner located in Rock and Walworth Counties, according to the description comprising pages 1 - 3, inclusive, as attached hereto and made a part hereof, and including:

Land, trestles, bridges, culverts, track and related track materials, extending from a southerly point at railraod milepost 75.2 near Walworth, Wisconsin, to railroad milepost 88.7 near Avalon, Wisconsin, a distance of 13.5 miles with 1.64 miles of side track in Rock and Walworth Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on FEBRUARY 15, 19 80, or 7 days after the abandonment order, whichever is later.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of THREE HUNDRED SIXTY THREE THOUSAND NINE HUNDRED NINETEEN AND NO/100. DOLLARS ($363.919.00), for the acquistion of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSON/DEPT. OF TRANSPORTATION

LOWELL B. JACKSON, P.E. /s/ 2/22/80
Secretary

LAND DESCRIPTION

C.M. ST. P. & P. RR
Walworth-Avalon
Walworth & Rock Counties
I.D. 1000-22-26

Fee Title in and to the following parcel, tract, or strip of landd in Walworth and Rock Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF WALWORTH, WALWORTH COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line described as follows:

Commencing at the Northwest Corner of the SW ¼-NW¼, Section 17, TIN, R16E;

Thence southerly 330 feet to said center line;

Thence southeasterly 2,403 feet along said center line to its point of beginning at Mile Post 75.2;

Thence said centerline runs northwesterly, as surveyed, located and laid out, through the S ½-NW ¼ of said Section 17, to the west line fo said Section 17;

Thence said centeriine continues northwesterly, as surveyed, located and laid out, through the E ½-NE¼, the NW¼-NE ¼, and the NE¼-NW¼ of Section 18, TIN, R16E, to thenorth line of said Section 18;

Thence said centerline continues northwesterly through the S½-SW¼ of Section 7, TIN, R16E, to the west line of the Town of Walworth, also being the west line of said Section 7.

IN TOWNSHIP 1 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF SHARON,WALWORTH COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northwesterly from the above-described centerline, as surveyed, located and laid out, beginning at the east line of the Town of Sharon, Section 12, TIN, R15E, running northwesterly- through the SE¼, the N½ -SW¼, and the SW ¼-NW¼ of siad Section 12 to the west line of said Section 12;

Thence said center line continues northwesterly on curve to the right, as surveyed, located and laid out, through the S½-NE¼ and the NW¼-NE¼ of SEction 11, TIN, R15E.

Thence said centerline continues northwesterly as surveyed, located and laid out, through theNE¼-NW¼ of said Section 11 to the north line of said Section 11;

Thence said centerline continues northwesterly as surveyed, located and laid out, through the S ½-SW¼ and the NW ¼-SW¼ of Section 2, TIN, R15E to the west line of said Section 2;

Thence said center line continues northwesterly, as surveyed, located and laid out, through the N½-SE¼, the SW¼ - NE¼, the E ½-NW¼ and the NW¼-NW¼ of Section 3, TIN, R.15E, to the north line of the Town of Sharon also being the north line of said Section 3;

IN TOWNSHIP 2 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DARIEN, WALWORTH COUNTY

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues northwesterly from the above described centerline, as surveyed, located and laid out, beginning at the south line of the Town of Darien, Section 34, T2N, R15E running northwesterly through the SW¼-SW¼ of said section 34, to the west line of said Section 34;

Thence said center line continues northwesterly and westerly on a curve to the left as surveyed, located and laid out, through the S½-SE¼ and the SE¼-SW¼ of Section 33, T2N, R15E.

Thence said centerlin continues westerly on a curve to the right, as surveyed, located and laid out, through the SW¼-SW¼ of said Section 33, to the west line of said Section 33;

Thence said center line continues westerly and northwesterly on a curve to the right, as surveyed, located and laid out, through the SE ¼-SE¼ of Section 32, T2N, R15E;

Thence said center line continues northwesterly, as surveyed, located and laid out, through the W½-SE¼, the N½-SW¼ and the S½-NW¼ of said Section 32, to the west line of said Section 32;

Thence said centerline continues northwesterly as surveyed, located and laid out through the E½-NE¼, the NW¼ - NE¼ and the N½-NW¼ of Section 31, T2N, R15E, to the north line of said Section 31;

Thence said centerline continues northwesterly as surveyed, located and laid out, through the S½-SW¼ of Section 30, T2N, R15E, to the west line of said Section 30 and the west line of the Town of Darian which is also the west line of Walworth County.

IN TOWNSHIP 2 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRADFORD, ROCK COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northwesterly from the above described centerline as surveyed, located and laid out, beginning at the east line of Rock County and the Town of Bradford and running northwesterly through the S½-SE¼, the NW¼-SE¼, the N½-SW¼ and the SW¼-NW ¼ of Section 25, T2N, R14E, to the west line of said Section 25.

Thence said centerlin continues northwesterly, as surveyed, located and laid out, through the S½-NE¼, the NW¼-NE¼, and the N½-NW¼ of Section26, T2N, R14E, to the north line of said Section 26;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through the SW¼-SW¼ of Section 23, T2N, R14E, to the west line of said Section 23;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through the S½-SE¼, the NW¼-SE¼, the NE¼-SW¼, and the S½-NW¼ of Section 22, T2N, R14E, to the west line of said Section 22;

Also two strips of land in the NW¼-SE¼ of Section 22, T2N, R14E, lying between lines located 50 feet and 66 feet northeasterly and also between lines located 50 feet and 66 feet Southeasterly of and parallel to the above described centerline, as surveyed, located, and laid out, and measured along said centerline from a point 222 feet northwesterly of to a point 922 feet northwesterly of the south lineof said NW¼-SE¼, of said Section 22.

Thence said centerline continues northwesterly, as surveyed, located and laid out through the E½-NE¼, the NW¼-NE¼ and the NE¼-NW¼ of Section 21, T2N, R14E, to the north line of said Section 21;

Thence said centerline continues northwesterly, as surveyed, located and laid out through the S½-SW¼ of Section 16, T2N, R14E to the west line of said Section 16;

Thence said centerline continues northwesterly, as surveyed, located and laid out, through the E½-SE¼, the NW¼-SE¼, the SW¼-NE¼, the NE¼-SW¼, and the SE¼-NW¼ of Section 17, T2N, R14E to a point of 112 feet northwesterly of the east-west quarter line of said Section 17, which is also the location of Mile Post 88.7 and the end of acquisition order.

Said parcel contains 172.3 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State
Received this 28th day of March A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 192-193
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated FEBRUARY 11 19 80, and filed in the office of the County Clerk of WAUKESHA, JEFFERSON, WALWORTH AND ROCK Counties, for the purpose of preserving rail service continuation in said Counties.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said acquisition order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest; Richard B. Ogilvie, Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

The interest acquired by this award is for thelands, rights and interests thereto of the owner located in Waukesha, Walworth, Jefferson, and Rock Counties, according to the description comprising pages 1 - 2, inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges, culverts, track and related track materials, extending from an easterly point at railroad milepost 20.5 at Waukesha, Wisconsin, to a westerly point at railroad milepost 61.5 at Milton Junction, Wisconsin, a distance of 41.0 miles with 3.95 miles of side track, in Waukesha, Walworth, Jefferson and Rock Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on FEBRUARY 15, 19 80, or 7 days after the abandonment order, whichever is later.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of TWO HUNDRED SIXTY SIX THOUSAND SIX HUNDRED SEVENTY SEVEN AND NO/100 DOLLARS ($ 266,677.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set fourth.

STATE OF WISCONSIN, DEPT. OF TRANSPORTATION

LOWELL B. JACKSON, P.E. 2/22/80 /s/
Secretary

Fee title in and to a strip of railroad property as now located, in Waukesha, Jefferson, Walworth, and Rock Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 6 NORTH, RANGE 19 EAST, WAUKESHA COUNTY.

A strip of land 66 feet in width, the centerline of which begins in the centerline of said railroad at Milepost 20.5 which is approximately 600 feet west and 220 feet north of the southeast corner of Section 4, Township 6 North, RAnge 19 East; thence southwesterly along said centerline across the Southeast ¼ of Section 4, North ½ of Section 9, Northeast ¼ and South ½ of Section 8, South ½ of Section 7, all in Township 6 North, Range 19 East, excepting all land in Section 4, Section 9, South½ of Section 8, the easterly 774 feet of Section 7 and the Southwest ¼ of the Southwest ¼ of Section 7.

IN TOWNSHIP 6 NORTH, RANGE 18 EAST, WAUKESHA COUNTY.

The 66 foot strip of land continues across the South ½ of Section 12, Northwest ¼ of Section 13, North ½ and Southwest ¼ of Section 14, South ½ of Section 15, Northwest ¼ of Section 22, East ½ of Section 21, North ½ and Southwest ¼ of Section 28, Southeast ¼ of Section 29, North ½ and Southwest ¼ of Section 32 and Southeast ¼ of Section 31, all in Township 6 North, Range 18 East, excepting all land in the Southeeast ¼ of the Southeast ¼ of Section 12, the Northwest ¼ of the Northwest ¼ of Section 13, Northeast ¼ of Section 14, East ½ of the Northwest ¼ of Section 14, North ½ of the Northwest ¼ of Section 28, Northeast ¼ of the Southwest ¼ of Section 28, Northeast ¼ of Section 32 and the East ½ of the Southwest ¼ of Section 32.

IN TOWNSHIP 5 NORTH, RANGE 18 EAST, WAUKESHA COUNTY.

The 66 foot strip of land continues across the North½ of Section 6, Township 5 North, Range 18 East, excepting all land in the West ½ of the Northwest ¼ of Section 6.

IN TOWNSHIP 5 NORTH, RANGE 17 EAST, WAUKESHA COUNTY.

The 66 foot strip of land continues across the East ½ and Southwest ¼ of Section 1, West ½ of Section 12, Southeast ¼ of Section 11, North ½ and Southwest ¼ of Section 14, Northwest ¼ of Section 23, North ½ and Southwest ¼ of Section 22, Sou-th ½ of Section 21, South ½ of Section 20 and South ½ of Section 19, all in Township 5 North, Range 17 East, excepting all land in the Northeast ¼, North ½ of Southeast ¼ and Southwest ¼ of Section 1, Section 12, Section 11, North ½ of Section 14, the north 56 acres of the Northeast ¼ of the Southwest ¼ of Section 14, the Northwest ¼ of the Southwest ¼ of Section 14, the Northeast ¼ of the Northeast ¼ of Section 22, Southeast ¼ of the Southeast ¼ of Section 20, and the Southwest ¼ of the Southwest ¼ of Section 20.

IN TOWNSHIP 5 NORTH, RANGE 16 EAST, JEFFERSON COUNTY.

The 66 foot strip of land continues across the East ½ and Northwest ¼ of Section 24, East ½ and Southwest ¼ of Section 23, South ½ of Section 22, Southeast ¼ of Section 21, North ½ and Southwest ¼ of Section 28, South ½ of Section 29, Northwest ¼ of Section 32, East ½ and Southwest ¼ of Section 31, all in Township 5 North, Range 16 East, excepting all land in the Northeast ¼ of the Southeast ¼ of Section 24, the Northeast ¼ of the Southwest ¼ and Southwest ¼ of the Southwest ¼ of Section 22.

IN TOWNSHIP 5 NORTH, RANGE 15 EAST, JEFFERSON COUNTY.

The 66 foot strip of land continues across the southeast ¼ of Section 36, Township 5 North, Range 15 East, excepting all land in the Southeast ¼ of Section 36.

IN TOWNSHIP 4 NORTH, RANGE 15 EAST, WALWORTH COUNTY.

The 66 foot strip of land continues across the North ½ and Southwest ¼ of Section 1, South ½ of Section 2, South ½ of Section 3, South ½ of Section 4 (except land sold previously), across the Southeast ¼ of Section 5, North ½ and Southwest ¼ of Section 8, South ½ of Section 7, and North ½ of Section 18, all in Township 4 North Range 15 East, excepting all land in the Northwest ¼ of the Southwest ¼ of Section 1, the Southeast ¼ of Section 2, and the Northeast ¼ of the Southwest ¼ of Section 3.

IN TOWNSHIP 4 NORTH, RANGE 14 EAST, ROCK COUNTY.

The 66 foot strip of land continues across the East ½ and Southwest ¼ of Section 13, Southeast ¼ of Section 14, North ½ of Section 23, East ½ and Southwest ¼ of Section 22, Southeast ¼ of Section 21, Noirth ½ of Section 28, North ½ and Southwest ¼ of Section 29, and South ½ of Section 30, all in Township 4 North, Range 14 East, excepting all land in Township 4 North, Range 14 East.

IN TOWNSHIP 4 NORTH, RANGE 13 EAST, ROCK COUNTY.

The 66 foot strip of land continues across the South ½ of Section 25, and South ½ of Section 26 in Township 4 North, Range 13 East, and then continues westerly to Milepost 61.5 which is approximately 1060 feet south and 16 feet east of the center of Section 27, Township 4 North, Range 13 East, excepting all land in Township 4 North, Range 13 East.

This parcel contains 179.93 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State
Received this 20th day of
March A. D. 19 80 at 10
o'clock A.M. and recorded in Vol.
57 of R.P.D.
on page 194-195
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2) , 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, and filed in the office of the County Clerk of ROCK County, for present or future transportational, recreational or scenic purposes in said County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR.

The interest acquired by this award is for the lands, rights and interests thereto of the owner located in Rock County, according to the description comprising pages 1 - 2, inclusive, as attached hereto and made a part hereof, and including:

Land, trestles, bridges, culverts, track and related track material extending from a southerly point at railroad milepost 88.7 near Avalon Road at Avalon, Wisconsin; thence in a northwesterly direction to a northerly point at railroad milepost 94.5 near CTH "J" at Janesville, Wisconsin, a distance of 5.8 miles with 0.67 miles of side track in Rock County.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., March 27, 19 80.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in siad parcel of real estate, in the sum of TWO HUNDRED NINETY THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($ 293,700.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSON/DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON, P.E. 3/21/80 /s/
Secretary

LAND DESCRIPTION

Fee title in and to the following parcel, tract, or strip of land in Rock County, State of Wisconsin described as follows:

IN TOWNSHIP 2 NORTH, RANGE 13 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LA PRAIRIE, ROCK COUNTY.

A strip of land 100 feet in width lying 50 feet on either side of a centerline described as follows:

Commencing at the south quarter corner of Section 4, T 2 N, R 13 E;
Thence northerly 2,190 feet along the north-south quarter line of said Section 4 to said centerline;

Thence northwesterly 1,985 feet along said centerline to its point of beginning at Mile Post 94.5;

Thence said centerline runs southeasterly as surveyed, located, and laid out through the N½-SW¼ and the N½-SE¼ of said Section 4 to the east line of said Section 4;

Excepting from the above-described land all that land in the N½-SE¼ of Said Section 4;

Thence said centerline continues southeasterly as surveyed, located, and laid out through the W½-SW¼, the SE¼-SW¼, and the S½-SE¼ of Section 3, T 2 N, R 13 E, to the south line of said Section 3;

Excepting from the above-described land all that land in the SE¼-SW¼ of said Section 3;

Thence said centerline continues southeasterly as surveyed, located, and laid out through the NE¼-NE¼ of Section 10, T 2 N, R 13 E, to the east line of said Section 10;

Thence said centerline continues southeasterly as surveyed, located, a-nd laid out through the N½-NW¼, the W½-NE¼ and the SE¼-NE¼ of Section 11, T 2 N, R 13 E, to the east line of said Section 11.

Also two strips of land in the NE¼-NW¼ of Section 11, T 2 N, R 13 E, lying between lines located 50 feet and 100 feet northeasterly and also between lines located 50 feet and 100 feet southwesterly of and parallel to the above-described centerline, from the west line to east line of the NE¼-NW¼ of said Section 11.

Also two strips of land in the W½-NE¼ of Section 11, T 2 N, R 13 E, lying between li-nes located 50 feet and 150 feet northeasterly and also between lines located 50 feet and 150 feet southwesterly of and parallel to the above-described centerline, from the west lineof the NW¼-NE¼ to the east line of the SW¼-NE¼ of said Section 11;

Excepting from the above-described land all that land in the N½-NW¼ and the W½-NE¼ of said Section 11;

Thence said centerline continues southeasterly, as surveyed, located, and laid out through the S½-NW¼ and the NE¼-SW¼ of Section 12, T 2 N, R 13 E, to the north-south quarter line of said Section 12;

Thence said centerline continues southeasterly on a curve to the right, as surveyed, located, and laid out through the N½-SE¼ of said Section 12;

Thence said centerline continues southeasterly as surveyed, located, and laid out through the SE¼-SE¼ of said Section 12 to the east line of the Town of LaPrairie, also being the east lineof said Section 12.

Also a parcel of land in the SE¼-NW¼ of Section 12, T 2 N, R 13 E, and lying within the following described traverse:
Beginning at the point where the above-described centerline crosses the east-west quarter line of said Section 12,
Thence northwesterly along a line 100 feet northeasterly of and parallel to the above-described centerline, 503.7 feet;
Thence southwesterly 411.7 feet to a point on said east-west quarter line;
Thence easterly 555.3 feet along said east-west quarter line to the point or beginning of said traverse.

Also a triangular shaped parcel of land in the NE¼-SW¼ of Section 12, T 2 N, R 13 E, lying between the above-described centerline and the north and east lines of the NE¼-SW¼ of said Section 12;

Excepting from the above all that land lying within said 100-foot wide strip running through the S½-NW¼ and NE¼-SW¼ of said Section 12;

IN TOWNSHIP 2 NORTH, RANGE 14 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRADFORD, ROCK COUNTY

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues southeasterly on a curve to the left from the above-described centerline, as surveyed, located, and laid out, beginning at the west line of the Town of Bradford, Section 7, T 2 N, R 14 E, running southeasterly through the S½-SW¼ of said Section 7, to the south line of said Section 7;

Thence said centerline continues outheasterly as surveyed, located, and laid out through the N½-NW¼ and the N½-NE¼ of Section 18, T 2 N, R 14 E, to the east line of said Section 18;

Thence said centerline continues southeasterly as surveyed, located and laid out through the W½-NW¼ and the SE¼-NW¼ of Section 17, T 2 N, R 14 E, to a point 112 feet northwesterly of the east-west quarter line of said Section 17, which is also the location of Mile Post 88.7 and the end of the acquisition order

Also all that land ofthe owner in the S½-NW¼ of Section 17, T 2 N, R 14 E, lying between lines located 50 feet and 150 feet northeasterly of and parallel to the above-described centerline and the northerly limits of Gardiner Street.

Also all that land of the owner in the SE¼-NW¼ of Section 17, T 2 N, R 14 E, lying between a line located 50 feet southwesterly of and parallel to the above-described centerline and the north right-of way line of Gardiner Street in the Village of Avalon.

Said parcel contains 53.64 acres, more or less.

STATE OF WISCONSIN)
Department of State) ss.
Received this 1st day of April A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 57 of R R M on page 195-197
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSON
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, and filed in the Office of the County Clerk of ROCK & GREEN Counties, for Present or future transportational, recreational or scenic purposes in said Counties.

he State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR

The interest acquired by this award is for the lands, rights and interesets thereto of the owner located in Rock and Green Counties, according to the description comprising pages 1-7 inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges, culverts, track and related track materials extending from an easterly point at railroad milepost 11.02 near Rocksport Road at Janesville, Wisconsin; thence in a westerly direction to a point at railroad milepost 44.0 near the ICG underpass at Monroe, Wisconsin, a distance of 32.98 miles with 4.42 miles of side track, in Rock and Green Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., MARCH 27, 19 80.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate in the sum of THREE HUNDRED SIXTY ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($ 361,900.00), for the acquisition of said parcel of real estate and/or interest therein as hereinbefore set forth.

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON, P.E. 3/21/80 /s/
Secretary

LAND DESCRIPTION

Fee title in and to the following parcel, tract, or strip of land in Rock and Green Counties, State of Wisconson, described as follows:

IN TOWNSHIP 3 NORTH, RANGE 12 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF JANESVILLE, ROCK COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline described as follows:

Commencing at the northwest corner of Section 3, T 2 N, R 12 E;
Thence southerly along the west line of said Section 3, 924 feet to said centerline;
Thence northeasterly 3,068 feet along said centerline to its point of beginning at Mile Post 11.02;
Thence said centerline runs southwesterly, as surveyed, located and laid out, through the SE¼-SW¼ of Section 34, T 3 N, R 12 E, to the south line of the Town of Janesville, also being the south line of said Section 34.

IN TOWNSHIP 2 NORTH, RANGE 12 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ROCK, ROCK COUNTY.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues southwesterly from the above-described centerline, as surveyed, located, and laid out, beginning at the north line of the Town of Rock, Section 3, T 2 N, R 12 E, running southwesterly through the N½-NW¼ of said Section 3 to the west line of said Section 3;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the E½-NE¼, the SW¼-NE¼, the SE¼-NW¼, the N½-SW¼ and the SW¼-SW¼ of Section 4, T 2 N, R 12 E, to the west line of said Section 4;

Excepting from the above-described land all that land in the SW¼-NE¼ and E½-NE¼ of said Section 4;

Thence said centerline continues outhwesterly as surveyed, located and laid out, through the E½-SE¼ andthe SW¼-SE¼ of Section 5, T 2 N, R 12 E, to the south line of said Section 5.

Also a triangular tract of land in the NE¼-SE¼ of Section 5, T 2 N, R 12 E, described in a traverse as follows:
Beginning at the Southeast corner of the NE¼-SE¼ of said Section 5;
Thence northerly along the east line of said Section 5,100 feet;
Thence southwesterly to a point on the south line of the NE¼-SE¼ of said Section 5, said point being 300 feet westerly of the point of beginning of said traverse;
Thence easterly along the south line of the NE¼-SE¼ of Said Section 5,300 feet to the point of beginning of said traverse.

Also a triangular tract of land in the SE¼-SE¼ of Section 5, T 2 N, R 12 E, described in a traverse as follows:
Beginning at the northeast corner of the SE¼-SE¼ of said Section 5;
Thence westerly along the north line of the SE¼-SE¼ of said Section 5, 520 feet;
Thence southerly 312 feet to the above-described centerline;
Thence northeasterly on a straight line to the point of beginning of said traverse.

Thence said centerline continues southwesterly, as surveyed, located and laid out, through the NW¼-NE¼, the N½-NW¼, and the SW¼-NW¼ of Section 8, T 2 N, R 12 E, to the west line of said Section 8;

Thence said centerline continues southwesterly, as surveyed, located and laid out, through the S½-NE¼, the NW¼-SE¼, the N½-SW¼ and the SW¼-SW¼ of Section 7, T 2 N, R 12 E, to the west line of the Town of Rock, also being the west line of said Section 7.

Also a triangular shaped tract of land in the NW¼-SE¼ of Section 7, T 2 N, R 12 E, lying between the above described centerline and the north and west lines of the NW¼-SE¼ of said Section 7.

IN TOWNSHIP 2 NORTH, RANGE 11 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF PLYMOUTH, ROCK COUNTY.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues southwesterly from the above-described centerline, as surveyed, located and laid out, beginning at the east lineof the Twosn of Plymouth, Section 12, T 2 N, R 11 E, running southwesterly through the S½-SE¼ and the SE¼-SW¼ of said Section 12, to the south line of said Section 12;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the N½-NW¼ of Section 13, T 2 N, R 11 E, to the west line of said Section 13;

Thence said centerline continues southwesterly and westerly as surveyed, located and laid out, through the N½-NE¼, of Section 14, T 2 N, R 11 E, to the north-south quarter line of said Section 14.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues westerly from the above-described centerline, as surveyed, located and laid out, through the N½-NW¼ of Section 14, T 2 N, R 11 E, to the west line of said Section 14.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues westerly from the above-described centerline, as surveyed, located and laid out, through the N½-NE¼ of Section 15, T 2 N, R 11 E;

Thence said centerline continues westerly and southwesterly on a curve to the left through the NE¼-NW¼ of said Section 15;

Thence said centerline continues southwesterly thro-ugh the NW¼-NW¼ of said Section 15, to the west line of said Section 15;

A strip of land 66 feet in width lying 33 feet in width on either side of a centerline that continues southwesterly from the above-described cneterline, as surveyed, located and laid out, through the E½-NE¼, the SW¼-NE¼, the S½-NW¼, the S½-NW¼, and the NW¼-SW¼ of Section 16, T 2 N, R 11 E, to the west line of said Section 16.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues southwesterly from the above-described centerlin, as surveyed, located and laid out, through the N½-SE¼ and the E½-NE¼-SW¼ of Section 17, T 2 N, R 11 E, to a point 693.5 feet west of the east line of the NE¼-SW¼ of said Section 17.

A strip of land 132 feet inwidth lying 66 feet in width on either side of a centerline that continues southwesterly from the above-described centeline, as surveyed, located and laid out, through the W½-NE¼-SW¼ and the S½-SW¼ of Section 17, T 2 N, R 11 E, from a point 693.5 feet west of the east line of the NE¼-SW¼ of said Section 17, to the west line of said Section 17.

Also all that land of theowner in the N½-NW¼-SE¼ of Section 17, T 2 N, R 11 E, lying between lines located 49.5 feet and 66 feet northerly of and parallel to the above-described centerline as surveyed, located andlaid out, through the N½-NW¼-SE¼ of said Section 17;

Thence said centeline continues southwesterly, as surveyed, located and laid out, through the S½-SE¼ of Section 18, T 2 N, R 11 E, to the south line of said Section 18.

Also a triangular shaped tract of land in the SW¼-SE¼ of Section 18, T 2 N, R 11 E, lying between the above-described centerlone and the east and south lines of the SW¼-SE¼ of said Section 18.

Thence said centerline continues southwesterly, as surveyed, located and laid out, through the NW¼-NE¼ of Section 19, T 2 N, R 11 E, to the west line of the NW¼-NE¼ of said Section 19.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues southwesterly and westerly on a curve to the right as surveyed, located and laid out, through the N½-NW¼ of said Section 19 to the west line of the Town of Plymouth, also being the west line of said Section 19.

IN TOWNSHIP 2 NORTH, RANGE 10 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF SPRING VALLEY, ROCK COUNTY.

A strip of land 130 feet in width lying 65 feet in width on either side of a centerline that continues northwesterly as survyed, located and laid out, beginning at the east line of the Town of Spring Valley, Section 24, T 2 N, R 10 E, running northwesterly throught the N½-NE¼ of said Section 24 to the north-south quarter line of said Section 24.

A strip of land 100 fet in width lying 50 feet in width on either side of a centerline that continues northwesterly as surveyed, located and laid out, through the N½-NW¼ of said Section 24;

Also a strip of land in the NW¼-NE¼ of Section 24, T 2 N, R10 E, lying between lines located 65 feet and 100feet northeasterly of and parallel to the above-described centerline extending from the east line to the west line of the NW¼-NE¼ of said Section 24.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues northwesterly, as surveyed, located and laid out, through the S½-SW¼ of Section 13, T 2 N, R 10 E, to the west line of said Section 13.

Also a strip of land in the S½-SW¼ of Section 13, T 2 N, R 10 E, lying between lines located 49.5 feet and 139.5 feet northeasterly of and parallel to the above-described centerline extending from the south line to the west line of the S½-SW¼ of said Section 13.

Thence said centerline continues northwesterly as surveyed, located and laid out, through the S½-SE¼ and the SE¼-SW¼ of Section 14, T 2 N, R 10 E;

Thence said centerline continues northwesterly and westerly on a curve to the left, a s surveyed, located and laid out, through the SW¼-SW¼ of said Section 14 to the west line of said Section 14;

Thence said Centerline Continues westerly and southwesterly on a curve to the left as surveyed, located and laid ou-t, through the S½-SE¼ of Section 15, T 2 N, R 10 E;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the S½-SW¼ of said Section 15 to the west lineof said Section 15;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the SE¼-SE¼ of Section 16, T 2 N, R 10 E, to the south line of said Section 16;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the N½-NE¼ and the N½-NW¼ of Section 21, T 2 N, R 10 E, to the west line of said Section 21;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the NE¼ and the S½-NW¼ of Section 20, T 2 N, R 10 E, to the west lineof said Section 20;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the S½-NE¼, the NW¼-SE¼, the SE¼-NW¼ and the N½-SW¼ of Section 19, T 2 N, R 10 E, to the west line of said Section 19 andthe West line of the Town of Spring Valley which is also the west lineof Rock County;

Excepting from the above-described land all that land in the SE¼-NE¼ of said Section 19.

IN TOWNSHIP 2 NORTH, RANGE 9 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DECATUR, GREEN COUNTY.

All that land of the owner lying along a centerline that continues southwesterly from the above-described centerline as surveyed, located and laid out, beginning at the east line fo Green County and the Town of Decatur and running southwesterly through the City of Brodhead, Section 25, T 2 N, R 9 E, to the west line of said Section 25.

A strip of land 99 feet in width lying 49.5 feet in width on either sid e of a centerline that continues southwesterly as surveyed, located and laid out, through Government Lots 4, 5, and 6 and the NW¼-SW¼ of Section 26, T 2 N, R 9 E, to the west line of said Section 26;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the S½-SE¼ and the S½-SW¼ of Section 27, T 2 N, R 9 E, to the south and west lines of said Section 27, excepting from the above-described land all that land in the SW¼-SW¼ of said Section 27;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the NW¼-NW¼ of Section 34, T 2 N, R 9 E, to the west line of said Section 34;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the SE¼-SE¼ of Section 28, T 2 N, R 9 E, to the south line of said Section 28;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the N½-NE¼ and the N½-NW¼ of Section 33, T 2 N, R 9 E, to the west line of said Section 33;

Thence said centerline continues southwesterly on a curve to the left as surveyed, located and laid out, through the NE¼ of Section 32, T 2 N, R 9 E, to the north-south quarter line of said Section 32;

Thence said centerline continues southwesterly as surveyed, located and laid out, through the S½-NW¼ and the NW¼-SW¼ of Section 32, T 2 N, R 9 E, to the west line of said Section 32, excepting from the above-described land all that land in the NW¼-SW¼ and the S½-NW¼ of said Section 32;

Thence said centerline continues southwesterly as surveyed located and laid out, through the N½-SE¼, the SW¼-SE¼ and the S½-SW¼ of Section 31, T 2 N, R 9 E, to the south line of the Town of Decatur, also being the south line of said Section 31,excepting from the above-described land all that land inthe NE¼-SE¼ of said Section 31.

IN TOWNSHIP 1 NORTH, RANGE 9 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF SPRING GROVE, GREEN COUNTY.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues southwesterly from the above-described centerline, as surveyed, located and laid out, beginning at the north line of the Town of Spring Grove, Section 6, T 1 N, R 9 E, running southwesterly through Government Lot 4 of said Section 6 to the West line of the Town of Spring Grove, Also being the west line of said Section 6.

IN TOWNSHIP 1 NORTH, RANGE 8 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF JEFFERSON, GREEN COUNTY.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues southwesterly from the above-described centerline as surveyed, located and laid out, beginning at the east line of the Town of Jefferson, Section 1, T 1 N, R 8 E, running southwesterly through Government Lots 1, 2, and 7 of said Section 1 to the north-south quarter line of said Section 1;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues southwesterly from the above-described centerline as surveyed, located and laid out, through Government Lot 6, Section 1, T 1 N, R 8 E;

Thence said centerline continues southwesterly on a curve to the left as surveyed, located and laid out, through Government Lots 5 and 12 of said Section 1 to the west line of said Section 1.

Also a triangular shaped tract of land in Government Lot 12 of Section 1, T 1 N, R 8 E, lying between the above-described centerline and the north and west lines of Government Lot 12 of said Section 1.

Thence said centerline continues southwestery on a curve to the left, as surveyed, located and laid out, through Government Lot 7, Section 2, T 1 N, R 8 E, to the south line of Government Lot 7 of said Section 2.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues southwesterly from the above-described centerline as surveyed, located and laid out, through Government Lots 13 and 14, the N½-SE¼, and the SW¼-SE¼ of Section 2, T 1 N, R 8 E, to the north-south quarter line of said Section 2, excepting from the above-described land all that land in Government 13 of said Section 2.

A strip of land 100 feet in width lying 50 feet in iwdth on either side of a centerline that continues southwesterly from the above-described centerline as surveyed, located and laid out, through the SE¼-SW¼ of Section 2, T 1 N, R 8 E, to the south line of said Section 2.

Also a triangular shaped tract of land in Government Lot 7 of Section 2, T 1 N, R 8 E, lying between the above-described centerline and the south and east lines of Government Lot 7 of said Section 2.

Thence said centerline continues southwesterly on a curve to the right as surveyed, located and laid out, through the N½-NW¼ and theSW¼-NW¼ of Section 11, T 1 N, R 8 E, to the west line of said Section 11;

Thence said centerline continues southwesterly as survyed, located and laid out, through the S½-NE¼, the SE¼-NW¼ and the NE¼-SW¼ of Section 10, T 1 N, R 8 E, to the west line of the NE¼-SW¼ of said Section 10, excepting from the above-described land all that land in the NE¼-SW¼, SE¼-NW¼ and S½-NE¼ of said Section 10.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues westerly from the above-described centerline on a curve to the right as surveyed, located and laid out, through the NW¼-SW¼ of Section 10, T 1 N, R 8 E, to the west line of said Section 10;

Thence said Centerlione continues westerly as surveyed, located and laid out, through the S½-NE¼, the N½-SE¼, the S½-NW¼ and the NE¼-SW¼ of Section 9, T 1 N, R 8 E, to the west line of said Section 9;

Thence said centerline continues westerly as surveyed, located and laid out, through the S½-NE¼ and the S½-NW¼ of Section 8, T 1 N, R 8 E, to the west line of said Section 8.

Also two strips of land in the SW¼-NW¼ of Section 8, T 1 N, R 8 E, lying between lines located 49.5 feet and 100 feet northerly and also between lines located 49.5 feet and 100 feet southerly of and parallel to the above-described centerline, as surveyed, located and laid out, and measured along said centerline from a point 665 feet easterly of to the west line of said Section 9.

Thence said centerline continues westerly as survyed, located and laid out, through the S½-NE¼ and the S½-NW¼ of Section 7, T 1 N, R 8 E, to the west li-ne of the Town of Jefferson , also being the west line of said Section 7.

Also two strips of land in the SE¼-NE¼ of Section 7, T 1 N, R 8 E, lying between lines located 49.5 feet and 100 feet northerly and also between lines located 49.5 feet and 100 feet southerly of and parallel to the above-described centerline as surveyed, located and laid out, and measured along said centerline from a point 665 feet west of the east line of said Section 7.

IN TOWNSHIP 1 NORTH, RANGE 7 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF CLARNO, GREEN COUNTY.

A strip of land 99 feet in width lying 49.5 feet in width on either side of a centerline that continues westerly from the above-described centerline, as surveyed, located and laid out, beginning at the east line of the Town of Clarno, Section 12, T 1 N, R 7 E, running westerly through the SE¼-NE¼ of said Section 12;

Thence said centerli-ne continues westerly and northwesterly on a curve to the right as surveyed. located and laid out, through the SW¼-NE¼ and the E½-NW¼ of Section 12, T 1 N, R 7 E, to the north lineof said Section 12;

Thence said centerline continues northwesterly as surveyed, located and laid out, through the S½-SW¼of Section 1, T 1 N, R 7 E, to the north line of the SW¼-SW¼ of said Section 1.

A strip of land 130 feet in width lying 65 feet in width on either side of a centerline that continues northwesterly from the above-described cneterline as surveyed, located and laid out, through the NW¼-SW¼ and Government Lot 12 of Section 1, T 1 N, R 7 E, to the west line of said Section 1, excepting from the above-described land all that land in Government Lot 12 of Said Section 1.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northwesterly from the above-described centerline as surveyed, located and laid out, through Governmetn Lots 9 and 8 of Section 2, T 1 N, R 7 E;

Thence said centerline continues northwesterly and westerly on a curve to the left as surveyed, located and laid out, through Government Lots 7, 2, and 3 of Section 2, T 1 N, R 7 E, to the west line of Government Lot 3 of said Section 2.

All that land of the owner lying along a centerline that continues westerly and southwesterly from the above-described centerline on a curve to the left as surveyed, located and laid out, beginning at the west line of Government Lot 3 of Section 2, T 1 N, R 7 E, and running westerly and southwesterly through the Cith of Monroe, Sections 2 and 3, T 1 N, R 7 E, to the north-south quarter line of said Section 3.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues southwesterly from the above-described centerline as survyed, located and laid out, through Government Lot 3, Section 3, T 1 N, R 7 E, to the west line of Government Lot 3 of said Section 3, which is also the location of Mile Post 44.0 and the end of acquisition order.

Said parcel contains 432.87 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State }
Received this 1st day of April A. D. 19 70 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 197-201
Ted Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis.Stat.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, AND FILED IN THE OFFICE OF THE County Clerk of FOND DU LAC & GREEN Counties, for Present or future transportational, recreational or scenic purposes in said counties.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Richard B. Ogilvie, Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

The interest acquired by this award is for the lands, rights and interests thereto of the owner located in Fond du Lac and Green Lake Counties, according to the description comprising pages 1 - 3 inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges, culverts, track and related track materials extending from an easterly point at railroad milepost 161.15 near STH 49 at Brandon, Wisconsin; thece in a westerly, southwesterly direction to westerly point at railroad milepost 172.70 near the depot at Markesan, Wisconsin, a distance of 11.55 miles with 1.16 miles of side track, in Fond du Lac and Green Lake Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., MARCH 27, , 19 80.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of EIGHTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($ 88,500.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/DEPARTMENT OF TRANS.

LOWELL B. JACKSON P.E. 3/21/80 /s/
Secretary

LAND DESCRIPTION

FEE TITLE in and to the following parcel, tract or strip of land in Fond du Lac and Green Lake Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 15 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF METOMEN, FOND DU LAC COUNTY.

A strip of land 100 feet in width, lying 50 feet in width on either side of a center line as laid out and located, that commences at a point on the center line of the main track of the C.M.ST.P.&P. RY. Horicon to Ripon line, which point is 621.2 feet southerly of the north lineof the SW¼-SW¼, Section 25, T 15 N, R 14 E; thence said center line runs northwesterly and northerly as laid out and located on a curve to the left, concave to the southwest for a distance of ±1111 feet to the point of tangency of a line bearing westerly and continues westerly through the W½-SW¼, Section 25; the N½-SE¼ & N½-SW¼, Section 26; the N½-SE¼, N½-SW¼ and SW¼-SW¼, Section 27; the S½-SE¼ and the SW¼, Section 28; the NE¼-SE¼, S½-NE¼ and the S½-NW¼, Section 29; the S½-NE¼, N½-SE¼, NE¼-SW¼ and S½-SW¼, Section 30, all in T 15 N, R 14 E, to the west line of said Section 30, which is also the west line of the Town of Metomen and the east line of the Town of Green Lake, Green Lake County.

Also a strip of land in the NW¼-SW¼, said Section 25, 100 feet in width, lying 50 feet in width on either side of a line which begins at a point on the aforedescribed main track of the C.M.ST.P.&P. RY., 905.2 feet northerly of the south line of said NW¼-SW¼ and runs thence southerly and westerly on a curve, concave to the northwest, for a distance of ±1209.5 feet to its intersection with the aforedescribed center line.

And also that part of the E½ of Block 7 of the original Plat of the Village of Brandon lying westerly of the C.M.ST.P.&P. RY. main line.

And also that part of the W½ of Block 3 of the said original plat of Brandon lying northerly of the center line.

Except the NE¼-SW¼, Section 26 and the east 763 feet of the NE¼-SW¼ of Section 28, all in T 15 N, R 14 E.

IN TOWNSHIP 15 NORTH, RANGE 13 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF GREEN LAKE, GREEN LAKE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a center line that continues westerly and southwesterly from the last described course, as laid out and located, beginning at the east line of Green Lake County which is also the west line of Fond du Lac County, in Section 25, T 15 N, R 13 E, running westerly and southwesterly through the S½-SE¼, Section 25, the NW¼-NE¼, E½-NW¼, SW¼-NW¼ and the NW¼-SW¼, Section 36; the NE¼-SE¼ and S½-SE¼, Section 35, all in said T 15 N, R 13 E to a point on the south line of the Town of Green Lake and the north line of the Town of Mackford, Green Lake County.

Except a strip of land 16.5 feet in width in the NW¼-SW¼ and the S½-SW¼-NW¼, said Section 36 which was dedicated for highway purposes and consists of the Southeasterly 16.5 feet of the above described strip of land where Utley Quarry Road abuts the center line.

IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF MACKFORD, GREEN LAKE COUNTY.

A strip of land 100 feet in width, lying 50 feet in width on either side of a center line that continues southwesterly, westerly and northwesterly from the last described course, as laid out and located, beginning at the north line of Section 2, T 14 N, R 13 E, which is also the north line of theTown of Mackford, running southwesterly, westerly, and norhhwesterly through Government Lot 2 and 3, the S½-NW¼ and the NW¼-SW¼, Section 2, the NE¼-SE¼ and S½-SE¼, Section 3; the N½-NE¼, N½-NW¼ and SW¼-NW¼, Section 10, the S½-NE¼, S½-NW¼ and N½-SW¼, Section 9; The NE¼-SE¼, S½-NE¼, NW¼-NE¼ and the NE¼-NW¼, Section 8, and the SE¼-SW¼, Section 5, all in T 14 N, R 13 E to the west line of said SE¼-SW¼, Section 5.

Also a parcel of land in the SW¼-SW¼, Section 5, T 14 N, R 13 E, conveyed,by Warranty Deed on May 31, 1884, which conveyance is recoreded in Volume 42 of records for Green Lake County, Wisconsin, on Pages 284 and 285, and more particularly described in a conveyance dated May 23, 1868 and recorded in Volume 30 of records for Green Lake County on Page 613 as follows:

"The following described Real Estate situated in the County of Green Lake and State of Wisconsin, to wit: All of the following described piece of land:
Commencing at the South East corner of the South West quarter of the South West Quarter of section five, township number fourteen north of range No. thirteen East, thence Westerly on the Section line about forty rods to the water's edge at the present head; thence along its water's edge northerly to the road; thence along said road Easterly to the line between the South west and the South East Quarters of said quarter section; thence south to the place of beginning, containing about two acres and twenty eight rods of land."

Except the SW¼-SE¼, Section 3; the NE¼-NE¼, Section 10, all in T 14 N, R 13 E.

Also except that part of the SE¼-NE¼, Section 8, said T 14 N, R 13 E, lying northeasterly of former C.T.H. "S", as said highway formerly laid southwest of the C.M.ST.P.&P.RY. and southwest of a line located 25 feet southwesterly of and parallel to the center line of said C.M.ST.P.&P.RY.

Also except that parcel of land conveyed by Quit Claim Deed dated September 29, 1954, in Volume 137, on Page 481 of records for Green Lake County, described as follows:

"Parcel "A":
All that part of the Northeast Quarter of the Northwest Quarter (NE¼-NW¼) of Section Eight (8), Township Fourteen (14) North, Range Thirteen (13) East, Green Lake County, Wisconsin, which is more particularly described as follows:
Beginning at a point in the West line of Section Five (5), Township and Range aforesaid, one hundred (100) feet north of the southwest corner of said section, said point being at the intersection of said west line of Section Five (5) with the center line of said Grantor's main track produced westward from the present end thereof; thence run easterly along said center line of main track produced and along said center line of main track two thousand three hundred ninety-two (2392) feet; thence southwesterly at right angles to said center line of main track twenty-eight and five tenths (28.5) feet to the point of beginning of the land to be described; thence southeasterly along a line parallel to and twenty-eight and five tenths (28.5) feet southwesterly measured at right angles from said center line eighty-six (86) feet; thence southwesterly at right angles on hundred twenty-one and five tenths (121.5) feet to the southwesterly corner of a parcel of land 108 feet long by 100feet wide conveyed by Henry A. Scandrett, Walter J. Cummings and George I. Haight, Trustees of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to the Markesan Canning Company by quit-claim deed dated December 16, 1937; thence northwesterly at right angles eighty-six (86) feet; thence northeasterly at right angles one hundred twenty-one and five tenths (121.5) feet to the place of beginning.

Parcel "B":
All that portion of said Grantor's right of way in the Northeast Quarter of the Northwest Quarter (NE¼-NW¼) of said Section Eight (8) lying between lines parallel to and distant twenty-eight and five tenths (28.5) feet and fifty (50) feet southwesterly, respectively, measured at right angles, from the center line of said main track and extending between said Parcel "A" and a perpendicular to the center line of said main track at a distance of five hundred sixty-four (564) feet northwesterly measured along said center line from its intersection with the prolongation of the northwesterly lineof said Parcel "A".

Said parcel, tract or strip of land contains 137.35 acres, more or less.

STATE OF WISCONSIN
Department of State } ss.
Received this 7th day of April A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 57 of R.R.M. on page 202-203
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, and filed in the office of the County Clerk of DODGE & FOND DU LAC Counties, for Present or future transportational, recreational or scenic purposes in said Counties.

The State of Wisconsin has determined it necessary to acquire, for thepurpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR

The interest acquired by this award is for the lands, rights and interests thereto of the owner located in Dodge and Fond du Lac Counties, according to the description comprising pages 1 - 3, inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges culverts, track and related track materials extending from a southerly point at railroad milepost 133.0 near STH 67 at Iron Ridge, thence in a northerly direction to a northerly point at railroad milepost 160.73 near Forest Avenue at Fond du Lac, Wisconsin a distance of 27.73 miles (less the C&NW trackage from railroad milepost 157.47-158.88) with 3.82 miles of side track, in Dodge and Fond du Lac Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., MARCH 27, , 19 80.

The State of Wisconsin,having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate in the sum of TWO HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED EIGHTY AND NO/100.
DOLLARS ($ 236,780.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON, P.E. 3/21/80 /s/

Fee title in and to railroad property as now located in Dodge and Fond du Lac Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 11 NORTH, RANGE 16 EAST, DODGE COUNTY.

From a point in the centerline of the Iron Ridge to Fond du Lac Section of said railroad at Milepost 133.0 which is approximately 1180 feet east and 840 feet north of the southwest corner of Section 24, Township 11 North, Range 16 East, proceed northwesterly approximately 260 feet along said centerline to the northeasterly property line of the North Milwaukee to Horicon section of said railroad and point of beginning of a 50foot wide strip of land which extends northerly across the southwest ¼ and Northwest ¼ of Section 24, Township 11 North, Range 16 East. Except that land in said Section 24.

A strip of land approximately 50 feet in width which continues across the Southwest and Northwest ¼ of Section 13. Except that land in said Section 13.

A strip of land 60 feet in width which continues across the Southwest ¼ of Section 12.

A strip of land 50 feet in width which continues across the Northwest ¼ of Section 12, Southeast ¼ and Northeast ¼ of Section 2, Township 11 North, Range 16 East. Except that land in the South ½ of the Northwest ¼ of Section 12.

IN TOWNSHIP 12 NORTH, RANGE 16 EAST, DODGE COUNTY.

The 50 foot strip of land, whose centerline is the present centerline of track, continues across the southeast ¼ and North ½ of Section 35, West ½ of Section 26, South ½ and Northeast ¼ of Section 23. Excepting that land in the North ½ of the Southeast ¼ of Section 35 and excepting Buerger Malting Co. lands condemned August 17, 1904. Except that land from the south line of the Northeast ¼ of Section 23, northeasterly 1235 feet to the north line of Lot 1, Block L of Barney's Addition.

A strip of land 50 feet in width which runs northerly 1240 feet from the south line of the Southeast ¼ of Section 14 to the centerline of the Rock River as described in Volume 134 of Deeds, Page 405 and Volume 170 of Deeds on Page 63. Except H. Schwarzenholz lands condemned on August 17, 1904.

A strip of land 100 feet in width which continues northerly from the centerlineof the Rock River, 2075.5 feet across a portion of the Southeast ¼ and Northeast ¼ of Section 14.

A 50 foot strip of land whose centerline is the present centerline of track continues northeasterly approximately 620 feet to the east line of Section 14.

The 50 foot strip of land continues northeasterly 590 feet to a property line, including lands described in Volume 28 on Page 547, Volume 213 of Deeds on Page 554 and Volume 81 of Deeds on Page 137. Except lands condemned in Volume 28 on Page 547.

The centerline of track continues to the north line of the Northwest ¼ of Section 13 and includes lands described in Volume 28 on Page 542, Volume 28 on Page 538, a 48 foot strip of land lying easterly of the above parcels in the Southwest ¼ of the Northwest ¼ of Section 13, Volume 65 of Deeds on Page 333, and Volume 170 of deeds on page 62. Except Volume 28 on Page 538, Volume 28 on Page 542 and the adjoining 48 foot strip of land in the Southwest ¼ of the Northwest ¼ of Section 13.

A 60 foot strip of land described in Volume 84 of Deeds on Page 415 located in the Southeast ¼ of the Southwest ¼ of Section 12 and a parcel of land adjoining it as described in Volume 28 on Page 552. Except those lands described in Volume 28 on page 552.

A 14 foot strip of land which continues across the Southwest ¼ of the Southeast ¼ of Section 12 together with a permanent easement described in Volume 217 of Deeds on Page 36.

A 50 foot strip of land which continues across the Northwest ¼ of the Southeast ¼ and Southwest ¼ of the Northeast ¼ of Section 12.

A 60 foot strip of land which continues across the East ½ of the Northeast ¼ of Section 12.

A 50 foot strip of land which continues across the Southeast ¼ and Northeast ¼ of Section 1, Township 12 North, Range 16 East.

IN TOWNSHIP 12 NORTH, RANGE 17 EAST, DODGE COUNTY.

The 50 foot strip of land continues across the Northwest ¼ of Section 6, Township 12 North, Range 17 East.

IN TOWNSHIP 13 NORTH, RANGE 17 EAST, DODGE COUNTY.

The 50 foot strip of land continues across the Southwest ¼ and North ½ of Section 31, Township 13 North, Range 17 East. Except that land in the Northwest ¼ of the Southwest ¼ of Section 31.

A 66 foot strip of land which continues across the South ½ of the Southwest ¼ of the Southeast ¼ of Section 30.

A 62 foot strip of land which continues across the North ½ ofthe Southwest ¼ of the Southeast ¼ of Section 30.

A 60 foot strip of land which continues across the Northwest ¼ of the Southeast ¼ of Section 30.

Astrip of land measured 30 feet easterly of and 30 feet westerly of the present centerline of track in the West ½ of the Northeast ¼ and Northeast ¼ of the Northeast ¼ of Section 30 and a strip of land lying between said track and a line 25 feet easterly of said track in the Southeast ¼ of the Northeast ¼ of Section 30. Except that land in the Northeast ¼ of the Northeast ¼ of Section 30.

A strip of land 50 feet in width which crosses the Southeast ¼ of Section 19.

A 60 foot strip of land which continues across the Northeast ¼ of Section 19.

A 50 foot strip of land which continues across the Southeast ¼ of Section 18.

A 60 foot stirp of land which continues across the Northeast ¼ of Section 18.

A 50 foot strip of land which continues across the Southeast ¼ of Section 7, the Southwest ¼ of Section 8 and the southerly 886 feet ofthe Southeast ¼ of the Northwest ¼ of Section 8 to a property line.

A 60 foot strip of land which continues across the remainder of the Northwest ¼ of Section 8 and across the Southwest ¼ of Section 5.

The east 60 feet of the Northwest ¼ of Section 5, Township 13 North, Range 17 East.

IN TOWNSHIP 14 NORTH, RANGE 17 EAST, FOND DU LAC COUNTY.

The 60 foot strip of land continues across the Southwest ¼ and East ½ of Section 32, the East ½ of Section 29, the Northwest ¼ of Section 28, the West ½ of the Southwest ¼ and Southwest ¼ of the Northwest ¼ of Section 21, Except that land in the Southwest ¼ of Section 32, in the north 30 acres of the Northeast ¼ of the Southeast ¼ of Section 29, in the Nort-west ¼ of Section 28 and in the Southwest ¼ of the Southwest ¼ of Section 21, Township 14 North, Range 17 East.

A strip of land 50 feet in width continues across the Northwest ¼ of the Northwest ¼ of Section 21.

A strip of land 60 feet in width which continues across the Southwest ¼ of Section 16.

A strip of land 49.5 feet in width which continues across the Northwest ¼ of Section 16.

A strip of land 40 feet wide on the south end and 60 feet wide on the north end and running entirely across the West ½ of the Southwest ¼ of Section 9.

A strip of land 60 feet in width which continues across the West ½ of the Northwest ¼ of Section 9, and East ½ of the Northeast ¼ of Section 8, and the south 10 acres of the Southeast ¼ of the Southeast ¼ of Section 5.

Astrip of land 50 feet in width which continues acrosss the north 30 acres of the Southeast ¼ of the Southeast ¼ and Northeast ¼ of the Southeast ¼ of Section 5 and across the East ½ of the Northeast ¼ of Section 5 and West ½ of the Northwest ¼ of Section 4. Except that land in the Northwest ¼ of Section 4 and Northeast ¼ of Section 5, Township 14 North, RAnge 17 East.

IN TOWNSHIP 15 NORTH, RANGE 17 EAST, FOND DU LAC COUNTY.

The 50 foot strip of land continues across the Southwest ¼ of Section 33.

The west 60 feet of the Northwest ¼ of Section 33 and the West 60 feet of that part of the Southwest ¼ of the Southwest ¼ of Section 28 lying south of the Chicago and Northwestern Railway.

A triangular piece of land described in Volume 478 of Deeds on Page 635.

Trackage Rights along the Chicago & Northwestern Railway in the Southwest ¼ and North-½ of Section 28 and Southeast ¼ of Section 21, Township 15 North, Range 17 East.

That part of a 50 foot wide strip of land described in Volume 82 of Deeds on Page 207 which lies northeasterly of the southwesterly line of present U.S.H. 41.

A Triangular piece of land described in Volume 480 of Deeds on Page 425.

A strip of land 60 feet in width which continues across the Northeast ¼ of Section 21, Township 15 North, Range 17 East.

A strip of land 40 feet in width which continues across Lot 44 of the Original Subdivision of the City of Fond du Lac in theSoutheast ¼ of the Southeast ¼ of Section 16.

Astrip of land 50 feet in width which continues across Lot 37 in the Southeast ¼ of the Southeast ½ of Section 16 and the South 4/10 of Lot 34 in the Northeast ¼ of the Southeast ¼ of Section 16.

A strip of land 60 feet in width which continues across the North 6/10 of Lot 34 and across Lot 24 in the Northeast ¼ of the Southeast ¼ of Section 16 and across Lot 21 in the Southeast ¼ of the Northeast ¼ of Section 16. Except that land in said Lot 21 of said subdivision.

A strip of land 40 feet in width which continues easterly approximately 733 feet to the east line of Section 16 which is the east line of Hickory Street.

The 40 foot strip of land continues northeasterly approximately 1249 feet to the west line of lands described in Volume 93 of Deeds on Page 72.

Two triangular parcels described in Volume 93 of Deeds on Page 72 and Volume 82 of Deeds on Page 306.

A strip of land which lies 20 feet easterly of and 24 feet westerly of the present centerline of track and extends northeasterly approximately 303 feet from the east line of Lot 40 of Taylors Second Addition to the centerline of Ruggles Street.

A track of land bounded on the south by the centerline of Ruggles Street, bounded on the north by the south line of Fores Street, bounded on the east by the east line of Lots 44,45,74,75 and 76 in Taylors Second Addition, and bounded on the west by a line 24 feet westerly of the centerline of the present main track. The point of ending in the south lin of Forest Street is a Milepost 160.73 which is approximately 1300 feet east and 30 feet south of the northwest corner of Section 15, Township 15 North, Range 17 East.

Said parcel, tract or strip of land contains 157.17 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State }
Received this 7th day of April A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 204-206
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, and filed in the office of the County Clerk of DODGE & COLUMBIA Counties for present or future transportational, recreational or scenic purposes in said counties.

The State of Wisconsin has determined it necessary to acquire, for thepurpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Richard B. Ogilvie, Trustee of the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

The interest acquired by this award is for thelands, rights and interests thereto of the owner located in Dodge and Clumbia Counties, according to the description comprising pages 1 - 6, inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges, culverts, track and related track materials extending from an easterly point at railroad milepost 140.27 near the West line of Section 1, T 11 N, R 15 E at Horicon, Wisconsin; thence in a westerly direction to a point at railroad milepost 165.70 near CTH "B" at Cambria, Wisconsin, a distance of 25.43 miles and 2.78 miles of side track. Also included are two connecting branch loop segments, one known as the Beaver Dam Loop and the other the Fox Lake Loop. The Beaver Dam Loop begins near railraod milepost 148.55, then proceeding in a southwesterly direction and being in length 2.11 miles with 1.45 miles of auxiliary track. The Fox Lake Loop commences near rialroad milepost 154.5, then proceeds in a northerly direction and being in length 2.74 miles with 0.63 miles of auxiliary track. The total length of the main branchline and two loops is 30.28 miles with 4.86 miles of side or auxiliary track, all located in Dodge and Columbia Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., MARCH 27, , 19 80.

The State of Wisconsin, havingcomplied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of THREE HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS ($ 347,880.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/DPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON,P.E. 3/21/80 /s/
Secretary

LAND DESCRIPTION

FEE TITLE in and to the following described parcels, tracts or strips of land in Dodge and Columbia Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 11 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF OAK GROVE, DODGE COUNTY.

A strip of land 6 rods in width lying 3 rods in width on either side of a railroad centerline as laid out and located, that begins on the east lineof Section 2, T 11 N, R 15 E, 126.4 feet more or less, south of the east ¼ corner thereof; thence said centerline runs westerly as laid out and located through the N½-SE¼, the S ½ -NE ¼ and S½-NW¼, Section 2; the S½-N½, Section 3; the S½-N½ and Government Lot 4 (NW¼-NW¼) Section 4; the N½-N½, Section 5; the N½-N½, Section 6; all in T 11 N, R 15 E, to a point on the west line of said Section 6.

Also all that part of the SE¼-NW¼, said Section 3, lying easterly of the C.&N.W. Ry, northerly of the aforesaid centerline and southerly and westerly of a line which is 50 feet northeasterly from and parallel to a line which begins at a point on the aforedescribed centerline approximately 65 feet westerly of teh north and south ¼ line of said Section 3 and runs northwesterly on a curve, concave to the northeast to a point on the centerline of teh tracks of the C.&N.W. Ry, approximately 663 feet northerly of the aforedescribed centerline at a point known as "Minnesota Junction" which is the intersection of the C.&N.W. Ry and the C.M.&St.P.Ry. tracks, as conveyed for railroad purposes in Volume R on Page 46, records for Dodge County.

And also all that part of the W½ of Government Lot 2 (NW¼-NE¼), said Section 5, lying within 148.5 feet southerly of the aforedescribed centerline as conveyed for railroad purposes, in Volume Y on Page 497, records for Dodge County.

Except from the above described strip of land, the SE¼-NE¼ and the N½-SE¼ of said Section 2 and Government Lot 2 (NW¼-NE¼) and Government Lot 3 (NE¼-NW¼) of said Section 6, all in T 11 N, R 15 E.

IN TOWNSHIP 11 AND 12 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWNS OF BEAVER DAM AND TRENTON, DODGE COUNTY.

A strip of land 6 rods in width lying 3 rods on either side of a centerline that continues westerly from the last described course, as laid out and located, beginning at the east line of the Town of Beaver Dam in Section 1, T 11 N, R 14 E, running westerly and northwesterly through Government Lot 1 (NE¼-NE¼); Section 1, T 11 N. R 14 E; the S½-S½ and NW¼-SW¼, Section 36; the E½-SE¼, NW¼-SE¼, NE¼-SW¼ and S ½-NW¼, Section 35, the S½-N½, Section 34, T12N, R 14 E, to a point on the west line of said Section 34.

Also all that part of the NW¼-SW¼, said Section 36, and the SE¼-NW¼ of said Section 35, lying within 50 feet on either side of the centerline.

And also all that part of Outlots 10 and 11 in the SE¼-NW¼ of said Section 34, lying within 156.75 feet northerly of that portion of the centerline which runs from a point on said centerline 254 feet westerly of the east line of said SE¼-NW¼, westerly for a distance of 528 feet.

Except Government Lot 1 (NE¼-NE¼), Section 1, T 11 N, R 14 E; the S½-SE¼-SW¼, Section 36 and the SW¼-NE¼ Section 34, both in T 12 N, R 14 E.

A strip of land 100 feet in width lying 50 feet on either side of a centerline that continues westerly and northerly from the last described course, as laid ou-t and located, beginning at the west line of said Section 34, T 12 N, R 14 E, running westerly and northerly through the S½-NE¼ and NW¼-NE ¼, Section 33; SW¼-SE¼, E½-SW¼,

And also all that part of the E½ of Government Lot 3 (NE¼-NW¼), said Section 5, lying within 99 feet southerly of the aforedescribed centerline, as conveyed for railroad purposes in Volume Y on Page 498, records for Dodge County.

SE¼-NW¼ and W½-NW¼, Section 38; the SW¼-SW¼, Section 21; the E½-SE¼, NW¼-SE¼; SW¼-NE¼ and E½-NW¼, Section 20; the SE¼-SW¼ and W½-SW¼, SEction 17; the NE¼-SE¼, NE¼-NW¼ E½-NE¼ and NW¼-NE¼, Section 18; the SE¼-SW¼ and Government Lots 3 and 4 (W½-SW¼), Section 7, all in T 12 N, R 14 E, to the west line of said Section 7. (Note: The 100' strip refereed to does not pertain to said Section 33 which is included to provide continuity of the cneterline. A portion of Section 33 is hereinafter described.)

Also, all that part of outlot 16 in the NW¼-NE¼, said Section 33 lying within 3 rods on either side of the centerline.

Except the NE¼-NE¼, said Section 18.

IN TOWNSHIP 12 NORTH, RANGE 13 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWNS OF FOX LAKE AND WESTFORD, DODGE COUNTY.

A strip of land 100 feet in width lying 50 feet on either side of a centerline that continues northwesterly and westerly from the last described course, as laid out and located, beginning at the west line of Section 7, T 12 N, R 14 E, northwesterly and westerly through the NE¼-SE¼, SE¼-NE¼, W½-NE¼ and N½-NW¼, Section 12; the SW¼-SW¼, Section 1; the S½-SE¼, SE¼-SW¼ and N½-SW¼, Section 2; the N½-S½, Section 3; the N½-S½, Section 4, the N½-S½, Section 5 and the N½-S½, Section 6, T 12 N, R 13 E, to the west line of said Section 6, which is also the county line common to Dodge and Columbia Counties.

Also all that part of the west 700 feet of the NE¼-SW¼ of said Section 4 lying within 60 feet northerly and that part of the west 200 feet o said NE¼-SW¼ lying within 100 feet northerly of the centerline.

Except the NW¼-SW¼, Section 3, T 12 N, R 13 E.

IN TOWNSHIP 12 NORTH, R 12 E OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF COURTLAND, COLUMBIA COUNTY.

A strip of land, 100 feet in width, lying 50 feet in width on either side of a centerline which continues westerly from the last described course, as laid out and located, beginning at the west line of Dodge County, which line is also common to Columbia County, being the east line thereof and running thence westerly through the N½-S½, Section 1; the N½-S½, Section 2; the S½-NE¼, N½-SE¼ and S½-NW¼, Section 3; the S½-N½, Section 4; the S½-N½, Section 5; the S½-N½, Section 6 to a point in Government Lot 5 (SW¼-NW¼) of said Section 6 which is 190 feet westerly of the east line thereof, said point being at milepost 165.7 on the cneterline, and the westerly end of the parcel being described.

Also all that part of the east 900 feet of the SW¼-NE¼, said Section 3, lying within 60 feet northerly of the centerline.

And also a parcel of land in the SE¼-NE¼, said Section 6, conveyed, in Volume 35 of Deeds on Page 450, of Clumbia County, and more particularly described as follows:

> "Commencing on the west line of the south east quarter of the north east quarter of Section No. Six in Town No. Twelve North of Range No. Twelve East at a point fifty feet North of the centre of the main track of the La Crosse and Milwaukee Rail Road Thence running north on said line fifteen feet to a point eight feet and six inches North of the centre of the side track of said rail road, thence easterly fifty feet to a point sixty five feet six inches north of the centre of said main Track; thence Sixty six feet and three inches north of the centre of said main track, thence easterly fifty feet to a point sixty seven feet north of the centre of said main track, thence easterly fifty feet to a point sixty seven feet north of the centre of said main track thence easterly fifty feet to a point, sixty six feet and six inches north of the centre of said main track thence easterly fifty feet to a point sixty five feet northof the centre of said main track. Thence easterly fifty feet to a point sixty one feet north of the centre of said main track thence easterly fifty feet to a point fifty four feet and six inches north of the centre of said main track. Thence easterly forty feet to a point fifty feet north of the centre of said main track. Thence westerly on the northern boundary of the right of way of said Rail Road to the place of beginning."

Except the SW¼-NE¼, said Section 6.

IN TOWNSHIPS 11 AND 12 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BEAVER DAM, DODGE COUNTY.

A strip of land known as the "Beaver Dam Loop" 4 rods in width, lying 2 rods in width on either side of a centerline "E", as laid out and located, that commences at a point on the centerline of the C.M.St. P. 7 P.Ry. Company's Horicon-Portage line main track at a point 403.2 feet easterly of (as measured along said centerline) of the east lineof Section 33, T 12 N, R 14 E; extending thence westerly and southwesterly along said centerline "E" to the southerly line of the said C.M.St.P.&P.Ry. right of way, being the north line of Outlot 81 of and in the 3rd Ward of the City of Beaver Dam (as of 1883) now 14th Ward, which is the point of beginning of centerline "E". Thence said centerline "E" continues westerly and southerly as laid out and located, through said Out Lot 81, Outlots 23 and 24, said 3rd Ward; Outlot 84, said 3rd Ward; Lot No. 15 in Block No. 16 of Millers Addition to the City of Beaver Dam; Outlot 71 of the 3rd Ward (as of 1882) of the City of Beaver Dam; Outlot 79 of said 3rd Ward; the right of way of Parallel and Main Streets (as of 1883); Lots 11, 12, 13 and 14 in Block No. 3 of Rose and Farrington's Addition to Beaver Dam; Lots 4, 5, 6, 7, 8, 9, 10 and 12 of Block No. 1 of Mackies Addition to Beaver Dam; and Lot No. 5 of the Subdivision of Lots 3,4, and 13 of Mackies Addition to Beaver Dam, in the 3rd Ward thereof (as of 1882), to the south lineof the said Lot 5 which is the North line of Mackie Street.

Also, all that part of said Outlot 81 lying northwesterly of said Centerline "E".

Also, all that part of said Outlot 84 lying northwesterly of saidcenterline "E"

Also, the west 8 feet of said Outlot 23, in the 14th ward, City of Beaver Dam, lying southeasterly of said centerline "E".

Except that part of said Outlot 23 lying northwesterly of a linelocated 33 feet southeasterly of and parallel to said centerline "E".

Except Outlot 24 in the 14th ward of the City of Beaver Dam.

Except that part of said Lot 5 of Block No. 1 of Mackies Addition lying northwesterly of a line located 20 feet northwesterly of and parallel to said centerline "E".

A strip of land 40 feet in width lying 20 feet in width on either side of centerline "E" that continues southwesterly from the last described course, as laid out and located, beginning at the north line of Mackie Street, running southwesterly through Lot 5 in Block 8 of Bicknell's Addition to Beaver Dam; Outlot No. 54, 55, and 56 of the City of Beaver Dam; Lot No. 18 in Block 7 of Brower's Original Plat of Beaver Dam, to the south lineof said Block 7, at the north lineof Maple (Middle) Street.

Except Lot 9 of Block 2 of Mackies Addition and the east 162 feet of the north ½ of Lot 18 of Block No. 7 of Brower's Original Plat of Beaver Dam.

A strip of land, 30 feet in width, lying 15 feet in width on either side of centerline "E" that continues southwesterly from the last described course, as laid out and located, beginning at the north line of Maple (Middle) Street running southwesterly through Lots 12, 13 and 18 of Block 14 of Brower's Original Plat of Beaver Dam and Lots 5, 6, 10, 11, and 12 of Block 15 of said Brower's Original Plat to the south line of said Block 15 which is the north line of Washington Street.

Also, the E 32 feet of Lot 12 of said Block 14; the west 12 feet of Lot 12 of said Block 15 and that part of said Lots 10 and 11 of said Block 15 lying southeasterly of centerline"E".

Centerline "E" continues southwesterly from the last described course, as laid out and located, beginning at the north line of Washington Street, running southwesterly through Block 16 of Brower and Ackermans Addition to Beaver Dam, Block 28 of Ackermans Addition to Beaver Dam, to the Mill Pond lying north of Mill Street, continuing southwesterly across the Mill Pond; Lots 1, 2 and 3 of the Subdivision of Outlot 72 of the 2nd Ward of the City of Beaver Dam, on a curve to the left, thence continuing southerly, on the curve to the left being the easterly portion of the "Beaver Dam Loop", thence across Lot 1 of the Subdivision of Outlots 70,80, and 81 of the 2nd ward of the City of Beaver Dam; thence southerly and southwesterly along Center Street, on a curve to the right; thence southwesterly, westerly and northwesterly on siad curve to the right, across the Subdivision of Outlots 14 and 15 and Block "O" of Smith and Ordways Addition to Beaver Dam, thence continuing northerly across South Street, thence northerly and northeasterly, still on said curve to the right, across Blocks "K" and "G" of Smith and Ordways Addition; thence easterly along Mill Street; thence easterly and northeasterly, on a curve to the left, across Lot 5 of Block "B" of Ordways Addition to Beaver Dam; thence northeasterly across Center Street and lots 2 and 3 of the Subdivision of said Outlot 72 of the 2nd ward of Beaver Dam to an intersection with the centerline "E" aforedescribed and the end of the "Beaver Dam Loop", from which the following lands are described:

That part of the N½ of Lot 1 of Block 28 of said Ackermans Addition to Beaver Dam lying northwesterly of a line located 25 feet souteasterly of and parallel to said centerline "E"; also, that part of Lot 1 of the Subdivision of Outlot 72 of the 2nd ward of Beaver Dam lying within 25 feet on either side of centerline "E"; also, that part of Lot 1 of the Subdivision of Outlots 70, 80, and 81 of the 2nd ward of Beaver Dam lying westerly of a line located 25 feet easterly of and parallel to centerline "E"; also, that part of Lot 5 of Block "I" of Smith and Ordways Addition to Beaver Dam lying within 25 feet westerly of centerline "E"; also, that part of the subdivision of Outlot 14 and 15 of the 2nd ward of Beaver Dam and Block "O" of Smith and Ordways Addition to Beaver Dam lying within 25 feet on either side of centerline "E"; also, that part of Lots 1, 3, 4, and 5 of Block "K" of Smith and Ordways Addition to Beaver Dam and vacated 2nd Street lying within 25 feet on either side of centerline "E"; also, that part of Lot 2 and the W 1/3 of Lot 1 of Block "G" of said Smith and Ordways Addition to Beaver Dam lying within 25 feet on either side of centerline "E"; also, the E 2/3 of Lot 1, and Lots 3 and 4 of said Smith and Ordways Addition to Beaver Dam lying northerly of a certain piece or parcel of land conveyed by quit claim deed dated October 27, 1958 and recorded in Volume 310 on Pages 651 and 652, records for Dodge County; also, allthat part of Lots 4 and 5 of Block "B" of Ordways Addition to Beaver Dam lying southerly of a certain piece or parcel of land conveyed by quit claim deed, dated December 21, 1965 and recorded in Volume 350 on Page 4 and 5, records for Dodge County; also, all of lots 2 and 3 of the subdivision of Outlot 72 of the 2nd ward of Beaver Dam lying southeasterly of a parcel of land conveyed to Louis Cohen on October 21, 1942, for which the conveyance is as yet unrecorded; also, Lots 18 and 19 and the S½ of Lots 17 of Block 16 of Brower and Ackermans Addition to Beaver Dam.

Also, all that part of Outlot 24 in the 3rd ward of the City of Beaver Dam (as of 1882), lying within 25 feet in width on either side of a centerline "D", which begins at a point on centerline "E", 985.1 feet southwesterly of its place of commencement and extends thence northerly on a curve to the left across said Outlot 24 and northwesterly on said curve to its intersection with the centerline of the C.M.ST.P.&P. Ry. Horicon-Portage line main track, at a point 1492 feet westerly, as measured along said centerline from the east lineof Section 33, T 12 N, R 14 E.

IN TOWNSHIPS 12 AND 13 NORTH, RANGE 13 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF FOX LAKE, DODGE COUNTY.

A strip of land, known as the "Fox Lake Loop", 2 rods in width lying 1 rod in width on either side of a centerline "B" as laid out and located, that begins at a point on the centerline of the C.M.ST.P.&P. Ry. Companys Horicon-Portage main lines, 1049.2 feet easterly (as measured along said main line centerline) of the west line of Section 1, T 12 N, R 13 E; thence said centerline "B " runs westerly and northerly, as laid out and located through the SW¼-SW¼, Section 1, T 12 N, R 13 E; the E½-SE¼, the SE¼-NE¼ and Government Lot 1 (NE¼-NE¼) of Section 2, T 12 N, R 13 E; the E½-SE¼ andthe E½-NE¼, Section 35, T 13 N, R 13 E, to the north line of said Section 35.

Also, a strip of land, 50 feet in width, lying 25 feet in width on either side of a centerline "C", as laid out and located, which begins at a point on centerline "B" 129.3 feet south of the north line of the SE¼-NE¼, said Section 35, thence said centerline "C" runs northeasterly, northerly and northwesterly on curves to the right and left, to form the easterly half of the "Fox Lake Loop", through Lots 14, 15, 16, and 18 of Block 2 of Davis 2nd Addition to Fox Lake; Lots 2,3,4,5,6,8,9,12,13, and 16 of Block 27 and Lots 1,4,5,8,9,10, and 11 of Block 35 of the 1st Addition to Fox Lake.

Also, a strip of land, 50 feet in width, lying 25 feet in width on either side of a centerline "D", as laid out and located, which begins at the place of beginning of centerline"C", thence said centerline "D" runs northwesterly-northerly and northeasterly, on curves to the left and right to form the westerly half of the "Fox Lake Loop", throuth Lot 17 of Block 2 of Davis 2nd Addition to Fox Lake and Lots 1,2, the east 3/4 of Lot 3, Lots 4,5,6,7, and 8 of Block 1 of Davis 2nd Addition to Fox Lake.

Also, all of Lots 15,16,17 and 18 of Block 22 of said 1st Addition to Fox Lake.

Also, all of Lots 3,4,5,6,7,8,9 and 10 of Block 2 of Davis 2nd Addition to Fox Lake.

Also, all that part of Lot 15 of Block 21 of said 1st Addition to Fox Lake lying southwesterly of a line which runs in a straight linefrom a point on the northwest corner of said Lot 15 to a pointon the south line thereof, 40 feet east of the southwest corner thereof.

Also, that part of the SE¼ NE¼, said Section 35, bounded by a traverse which begins at a point on centerline "B", 105 feet south of the south line of Trenton Street; thence east 16.5 feet; thence north-northeasterly 106.3 feet to a point on the south line of Trenton Street, 33 feet east of centerline "B"; thence westerly along the south line of Trenton Street, 66 feet; thence south-southeasterly 106.3 feet to a point 16.5 feet west of the place of beginning; thence easterly 16.5 feet to the place of beginning of the traverse.

Also, a parcel of land conveyed by warranty deed dated July 26, 1884 and recorded in Volume 93 on Page 569, records for Dodge County and more particularly described as follows:

> "A part of the South East Quarter (SE¼) of the South East Quarter (SE¼) of Section Two (2) Township Twelve (12) North of Range Thirteen (13) East, described as follows, viz:
>
> A strip belt or piece of land Fifty (50) feet wide extending from East line of said Section Two (2) and the South Westerly boundary of the right of way now owned by the Fox Lake Rail Road Company, to the Northerly boundary of the right of way of the Chicago, Milwaukee and St. Paul Railway Company. Said strip belt or piece of land being Twenty Five (25) feet in width on eiach side of the centerline of the proposed connection track, extending from the Fox Lake Railroad in a Southerly and Southwesterly direction to the Chicago, Milwaukee and St. Paul Rail Way as the same is now located and staked out, containing 88/100 fo an acre of land more or less"

Said parcels, tracts, or strips of land contains 309.61 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State }

Received this 7th day of April A. D. 19 80 at 16 o'clock P. M. and recorded in Vol. 51 of RR M on page 206-210

Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARMTNER OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant ot acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, and filed in the office of the County Clerk of DODGE & FOND DU LAC Counties for present of future transportational, recreational or scenic purposes in said counties.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following person have an interest: Richard B. Ogilvie, Trustee of the Property of the Chicago, Milwaukee St. Paul and Pacific Railroad Company, Debtor.

The interest acquired by this award is for the lands, rights and interests thereto of the owner located in Dodge and Fond du Lac County, according to the description comprising pages 1-4, inclusive, as attached hereto and made a part hereof, and including:

> Land, buildings, trestles, bridges, culverts, track and related track materials extending from a southerly point at railroad milepost 139.0 near the depot at Horicon, Wisconsin; thence in a northerly direction to a north point at railroad milepost 169.80 near STH 44 at Ripon, Wisconsin, a distance of 30.8 miles with 13.63 miles of side track in Dodge and Fond du Lac Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., MARCH 27, , 19 80.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of EIGHT HUNDRED THIRTY THOUSAND NINETY AND NO/100 DOLLARS ($ 830,090.00), for the acquisition of said parcel of real estae and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/DEPARTMERNT OF TRANSPORTATION

LOWELL B. JACKSON, P.E. 3/21/80 /s/
Secretary

LAND DESCRIPTION

FEE TITLE in and to the following parcel, tract or strip of land in Dodge and Fond du Lac Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 11 NORTH, RANGES 16 AND 15 NORTH OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWNS OF HUBBARD AND OAK GROVE, DODGE COUNTY.

A strip of land, 5 rods in width lying 2 ½ rods in width on either side of a centerline as laid out and located, that begins at a point on the centerline of the C.M.ST.P.&P. RY. Horicon-½ortage Line, at milepost 139.5 of said line, which point is located in the SW¼-SW¼ of Section 6, T 11 N, R 16 E. Thence said centerline runs northwesterly on a curve, concave to the northeast for a distance of 871 feet, thence running northwesterly, as laid out and located, through the W½-SW¼, Section 6, T11 N, R 16 E; the NE¼-SE¼, E½-NE¼ and NW¼-NE¼, Section 1, T 11 N, R 15 E to the north line of said Section 1 which is also the south line of the Town of Burnett, Dodge County.

Also that part of the said W ½-SW¼ Section 6, lying southwesterly of the above described strip of land and northerly of the north line of the above mentioned Horicon-Portage line.

Also that part of the said NE¼-SE¼ Section 1 lying northeasterly of the above described strip of land.

Also a strip of land conveyed by warranty deed dated July 29, 1918 and recorded in Volume 170 on Page 185, records for Dodge County and more particularly described as follows:

> "A strip of land fifty (50) feet wide, having twenty five (25) feet of such width on eiach side of the center line of a proposed Wye track as now there surveyed and staked out upon the ground and extending across that portion of Chandler's Addition to Horicon in the South East Quarter of Section One, Twosn Eleven North, Range Fifteen East, lying between the rightof way of the Portage line of the Railway Company and the right of way of its Oshkosh branch said centerline of Wye track being more particularly described as follows:
>
> Starting at a point on themain track of said Portage Line, 662 feet more or less, northwesterly of the East line of said Section One, measured along said center line, thence Easterly on a Six (6) degree .05 minute curve 94 feet, thence Northerly on a twelve (12) degree curve 1155 feet to a connection withe the most Southerly side track of said Oshkosh branch at a point 145 feet more or less, North westerly of said East line of said Section One,

measured along said side track. The land hereby conveyed embracing a portion of Block Seven (7), Pacific Street, Columbus Street, Grand Street, Oshkosh Street and Vliet Street, all in said Chandler's Addition to Horicon, Dodge County, Wisconsin."

Except from the above strip of land, the E½-NE¼, said Section 1.

IN TOWNSHIP 12 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BURNETT, DODGE COUNTY.

A strip of land 5 rods in width lying 2½ rods in width on either side of a centerline that continues northwesterly from the last described course, as laid out and located beginning at the south line of Section 36, T 12 N, R 15 E, which is also the south line of the Town of Burnett, running northwesterly through the SW¼-SE¼, E½-SW¼, NW¼-SW¼ and the SW¼-NW¼, Section 36, the E½-NE¼ and NW ¼-NE¼, Section 35, the W½-SE¼, E½-SW¼, S½-NW¼ and NW¼-NW¼ Section 26; the NE¼-NE¼ Section 27; the S ½-SE¼, NW¼-SE¼, NE¼-SW¼, E½-NW¼ and NW¼-NW¼, Section 22; the SW¼-SW¼, Section 15; the E½-SE¼,NW¼-SE¼, SW¼-NE¼, E½-NW¼ and NW¼-NW¼ Section 16; the S½-SW¼ and NW¼-SW¼, Section 9; the NE¼-SE¼, S½-NE¼ and NW¼-NE¼ Section 8; the SW¼-SE¼, E½-SW¼ and E½-NW¼ of Section 5, all in T 12 N, R 15 E, to the north line of said Section 5, which is also the line common to the towns of Burnett and Chester.

Also all that part of the said E½-SE¼, Section 16 lying easterly of the east line of Market street and north of the south line of Main Street as formerly laid out through said E½-SE¼, easterly of said Market Street.

And also all that part of the SE¼-SE¼, said Section 16, lying westerly of the C & NW. RY. right of way and easterly of a line located 20 feet westerly of and parallel to the centerline of a connection track between trackage of the said C. & NW. RY. and trackage of the C.M.ST.P.&P.Ry. And also, all that part of Government Lot 3 (NE¼-NW¼) said Section 5, lying within 200 feet westerly of the centerline.

Except the N½-SW¼, said Section 36, the NW¼-SE¼ and SE¼ -SW¼, said Section 26, the NE¼-NW¼, said Section 22; and the NW¼-NW¼, said Section 16;

IN TOWNSHIP 13 NORTH, RANGE 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF CHESTER, DODGE COUNTY.

A strip of land, 5 rods in width, lying 2½ rods inwidth on either side of a centerline that continu-es northerly from the last described course, as laid out and located, beginning at the south lineof Section 32, T 13 N, R 15 E, which is also the south line of the Town of Chester, running northerly through the W½-SE¼ and W½-NE¼, Section 32; the W½-SE¼ and W½-NE¼, SEction 29; the W½-SE¼ and W½-NE¼, Section 20; the W½-SE¼ and W½-NE¼, Section 17; the W½-SE¼, W½-NE¼ and NE¼-NW¼, Section 8; the SW¼-SE¼, NW¼-SE¼, NE¼-SW¼, SW¼-NE¼, SE¼-NW¼, Government Lot 2 (NW¼-NE¼),Government Lot 3 (NE¼-NW¼) Section 5, all in T 13 N, R 15 E, to the north line of said Section 5 which is also the north line of Dodge County.

Except the W½-SE¼ said Section 20; the W½-NE¼, said Section 17, the W½-NE¼, said Section 8.

IN TOWNSHIP 14 NORTH, RANGE 14 AND 15 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWNS OF WAUPUN AND ALTO, FOND DU LAC COUNTY.

A strip of land 5 rods in width lying 2 ½ rods in width on either side of a centerline that continues northerly from the last described course, as laid out and located, beginning at the south line of Section 32, T 14 N, R 15 E, at the south ¼ corner thereof which is also the south line of Fond du Lac County, running northerly through the W ½-SE¼, E ½-SW¼ and E½-NW¼, Section 32; the S½-SW¼, NW¼-SW¼ and W½-NW¼, Section 29; the NE¼-NE¼, Section 30; the E½-SE¼, SE¼-NE¼ and W½-NE¼, Section 19; the W½-SE¼, E½-SW¼, E½-NW¼ and Government Lot 1 (NW¼-NW¼), Section 18; Governemtn Lots 1, 2,3, and 4, Section 7, all in T 14 N, R 15 E; the NE¼-NE¼, Section 12; the E½-SE¼, SE¼-NE¼ and W½-NE¼, Section 1, all in T 14 N, R 14 E to the north line of said Section 1, T 14 N, R 14 E which is the south line of T 15 N, R 14 E.

Also all that part of the SW¼-SE¼, said Section 32, bounded by a traverse which begins at a point on the centerline, 25 rods northerly from the south lineof said Section 32, thence East at right angles 8 rods, thence North, parallel to the centerline, te the north line of said SW¼-SE¼; thence west along the north line thereof, 8 rods to the centerline; thence south along the centerline to the point of beginning.

And also all that part of the SE¼-SW¼, Said Section 32 bounded by a traverse which begins at the point of beginning of the above traverse and runs thence west, at right angles to the centerline, 7½ Rods; thence north, parallel to the centerline tr rods; thence east 7½ rods to the centerline; thence south along the centerline, 54 rods to the point of beginning.

Except the NW¼-SE¼, said Section 32; the SE¼-SW¼, said Section 18.

IN TOWNSHIP 15 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF METOMEN, FOND DU LAC COUNTY.

A strip of land 5 rods in width lying 2 ½ rods in width on either side of acenterline that continues northerly from the last described course, as laid out and located, beginning at the south line of Section 36, T 15 N, R 14 E, running northerly through the SW¼-SE¼, E½-SW¼, E½-NW¼ and the NW¼-NW¼, Section 36; the W½-SW¼ and SW¼-NW¼, Section 25; the E½-NE¼, Section 26; the E½-SE¼, NW¼-SE¼ and W½-NE¼; Section 23; the SW¼-SE¼, E½-SW¼, E½-SE¼, NW¼-SE¼ and W½-NE¼, Section 23; the SW¼-SE¼, E½-SW¼, E½-NW¼ and NW¼-NW¼, Section 14; the W½-SW¼ and SW¼-NW¼, Section 11; the NE¼-SE¼ adn E½-NE¼, Section 10; the SE¼, W½-NE¼ and Government Lot 3, Section 3, all in T 15 N, R 14 E, to the north line of said SEction 3, T 15 N, R 14 E which is also the south line of T 16 N, R 14 E.

Also all that part of the SW¼-SW¼, said Section 25 bounded by a traverse which begins at a point 2 rods west and 2 rods north of the southeast corner of said SW¼-SW¼ and running thence north parallel to the east line thereof 264 feet, thence west parallel with the south line thereof 264 feet; thence south, parallel with the east line thereof 264 feet; thence easterly 264 feet to the point of beginning, excepting therefrom a parcel described as beginning at the northwest corner of the above parcel, thence south along the west line thereof 93 feet; thence easterly and northerly a distance of 65 feet to a point 2½ rods westerly at right angles from the centerline; thence northwesterly parallel with the cneterline to the north line of the above described parcel; thence westerly along the north line thereof 35.5 feet to the point of beginning of the parcel being excepted.

And also a strip of land described as follows: Commencing at a point on the north line of the NE¼-NE¼, Section 10, T 15 N, R 14 E, 2½ rods east of, at right angles from the centerline; thence southerly, parallel to the centerline 825 feet; thence east, parallel with the north line of said NE¼-NE¼, 132 feet; thence northerly, parallel with the centerline 825 feet; thence westerly 132 feet to point of commencement.

Except the SE¼-NE¼, Section 26, the SE¼-SW¼, SEction 14, and the NE¼-SE¼, Section 3, all in T 15 N, R 14 E.

IN TOWNSHIP 16 NORTH, RANGE 14 EAST OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF RIPON, FOND DU LAC COUNTY.

A strip of land, 5 rods in width, lying 2½ rods in width on either side of a centerline that continues northerly from the last described course, as laid out and located, beginning at the south line of Section 34, T 16 N, R 14 E, running northerly through the E½-SW¼, The SE¼-NW¼ and W½-NW¼, Section 34, the S½-SW¼, Section 27, the NE¼-SE¼ and E½-NE¼, Section 28, the S½-SE¼ and the S 18 rods of the N½-SE¼, Section 21, all in T 16 N, R 14 E to a point 18 rods north of the south line of the said N½-SE¼ of said Section 21.

The centerline continues northerly, for purposes of continuity from the last described course, as laid out and located, to a point which is 997 feet southerly of the east and west ¼ line of Section 16, T 16 N, R 14 E, at milepost 169.8 of the C.M.ST.P. &P. Ry.

Also all that part of the SW¼-SE¼, Said Section 21, T 16 N, R 14 E bounded by a traverse which begins at a point on ithe center of East Fond du Lac Road 12.5 feet west of the centerline of the westerly side track of the C.M.ST.P.&P. Ry.; thence southeasterly, parallel with the centerline of said side track to the east line of said SW¼-SE¼; thence north on said east line to the center of said East Fond du Lac Road; thence westerly along said centerline to the point of beginning.
And also; Lots 3, 4, 5, 6, 7 , 8, and 9 of the Depot Addition of the City of Ripon in the NW¼-SE¼, said Section 21.

And also a parcel of land conveyed by quit claim deed, dated June 26, 1854 and recorded in Volume 4 on Pages 160 and 161, reocrds for Fond du Lac County and more particularly described as follows:

"Commencing at a point on the north and south (1/8) Section line of the no-rtheast quarter of Section twenty one (21) in Town Sixteen (16) North, Range Fourteen (14) twelve rods north of the south line of said quarter section, thence east ten rods, thence south parallel with the said north and south (1/8) sec. line and the north and south 1/8 Section line of the rods, thence north parallel with the said 1/8 Section lines seventy four rods thence east ten rods to the place of beginning."

And also the south 48 feet of the west 179 feet of the SE¼-NE¼, said Section 21.

And also all that part of the SE¼-NE¼, said Section 21 lying within 2½ rods easterly of the centerline.

And also the east 2½ rods of the W½-NE¼, and the west 2½ rods of the NE¼-NE¼, said Section 21.

And also all that part of Motley Street in the City of Ripon as originally platted which lies within 25 feet easterly of the centerline.

And also the west 2½ rods of the E ½-SE¼, Section 16, T 16 N, R 14 E, lying southerly of the above described Milepost 169.8.

And also:

"All that part of the Southeast Quarter (SE¼) of Section Sixteen (16), Township Sixteen (16) North, RAnge Fourteen (14) East, which is more particularly described as follows:

Commence in the center of Oshkosh Street in the City of Ripon where the east line of the right of way of said Grantees intersects the center of said Street; thence north on said east line of the Grantees' right of way Two Hundred Eighty-three (283) feet to the point of beginning of the land to be described; thence continues north along said east right of way line Three Hundred (300) feet; thence east and parallel with the cneter line of said Oshkosh Street One Hundred Forty (140) feet; thence south and parallel with said east line of the Grantees' right of way Three Hundred (300) feet; thence west and parallel with the center line of said Oshkosh Street One Hundred Forty (140) feet to the place of beginning, containing 0.96 of an acre, more or less, and being subject to an easement for side track purposes over and across the southwest corner of the land hereby conveyed, which easement is more particularly described in deed dated February 26th. 1931 from said Grantors to the Wadhams Oil Company and recorded in the office of the Register of Deeds of said Fond du LacCounty on March 30, 1931 in Volume 237 of deeds on page 402."

And also, all that part of the NE¼-SE¼, said Section 16, lying northerly of the Ripon Agricultural fair groun-ds, southerly of the aforedescribed mile post 169.8 and within 2½ rods easterly of the centerline.

Except that part of the E½-SE¼, Section 21, T 16 N, R 14 E lying northerly of East Fond du Lac Road and south of Lot 8 of H.W. Newton's survey of the City of Ripon in the NE¼-SE¼, sand Section 21.

Said parcel, tract or strip of land contains 306.61 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State }
Received this 7th day of
April A. D. 19 80 at 10
o'clock a. M. and recorded in Vol.
51 of R.P.M.
on page 211-214
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09 (2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, and filed in the office of the County Clerk of EAU CLAIRE, DUNN & PEPIN Counties, for present or future transportational, recreational or scenic purposes in said Counties.

The State of Wisconsin has determined it necessary to acquire, for the purposes set forth in and in accordance with said relocation order, a pacel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Richard B. Ogilvie, Trustee of the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

The interest acquired by this award is for the lands, rights and interests thereto of teh owner located in Eau Claire, Dunn and Pepin Counties, according to the description comprising pages 1 - 8 inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges, culverts, track and related track material extending from a southerly point at railroad milepost 18.0 approximately 520 feet northwesterly of the southeast quarter corner of the NW¼-SW¼ of Section 29, Township 25 North, Range 13 West, south of Durand, Wisconsin; thence in a northeasterly direction to a northerly point at railroad milepost 50.37 near Seymour Road at Eau Claire, Wisconsin, a distance of 32.37 miles, with 4.04 miles of side track in Pepin, Dunn and Eau Claire Counties.

Said parcel of realestate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., MARCH 27, , 19 80.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($ 235,000.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON, P.E. 3/21/80 /s/
Secretary

LAND DESCRIPTION

FEE Title in and to the following parcel, tract or strip of land in Pepin, Dunn, and Eau Claire Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 25 NORTH, RANGE 13 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DURAND, PEPIN COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that commences 630 feet southwesterly from the east line of Government Lot 6, Section 29, T25N, R13W, at Milepost 18.0, which is the point of beginning of this description; thence said centerline runs northeasterly, as surveyed, located, and laid out, to a point that is 700 feet northeasterly from the east line of said Government Lot 6 of said Section 29.

IN TOWNSHIP 25 NORTH, RANGE 13 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, CITY OF DURAND, PEPIN COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly and easterly as surveyed, located, and laid out, extending from a point that is 700 feet northeasterly from the west line of Government Lot 5, thence continuing through Government Lot 5 & 4 of Section 29, T25N, R13W. Excepting from the above all that land lying within said 100 foot wide strip running through Government Lot 5, and the easterly 110 feet through Government Lot 4.

Also a strip of land 66 feet in width lying 33 feet in width on either side of a centerline that continues running northerly and northeasterly as surveyed, located, and laid out extending from the west line to the north line of Government Lot 1 of Section 28, T25N, R13 W. Excepting all that part of the above descried land within the northeasterly 840 feet of said Government Lot 1 of Section 28, lying 33 feet distant northwesterly from said centerline, as surveyed, located, and laid out, and excepting 410 lienear feet of the above described land in Government Lot 1 of said Section 28, lying 33 feet distant southeasterly from said centerline, as surveyed, located, and laid out.

Also a strip of land 50 feet in width lying 25 feet in width on either side of a centerline that continues running northerly, and northeasterly as surveyed, located, and laid out extending from the south line of Government Lot 7 of Section 21, T25N, R13 W,, through Government Lots 7, 6, 5, the SE¼ of the NE ¼, the NE¼ of the NE¼ of Section 21, T25N, R13W, to the east line of Said Section 21.

Also 2 additional strips of land, 8 feet in width lying northwesterly and southeasterly from, and abutting said strip of land that is 25 feet in width on either side of a centerline, as surveyed, located, and laid out, across Government Lot 7 of said Section 21, T25N, R13W.

Excepted from Government Lot 7 of said Section 21, T25N, R13W is 1150 lienear feet of the above described land lying 33 feet distant northwesterly from said centerline, and 210 linear feet of the above described land lying 33 feet distant southeasterly from said centerline, as surveyed, located, and laid out.

Excepted from Government Lot 6 of said Section 21, T25N, R13W is 480 linear feet of the above descried land lying 25 feet in width on either side of a centerline, as surveyed, located, and laid out across said Government Lot 6.

Also 2 additional strips of land, 25 feet in width, lying northwesterly and southwesterly from and abutting a strip of land that is 25 feet in width on either side of a centerline, as surveyed, located, and laid out, across Government Lot 5, the SE¼ of the NE¼, the NE¼ of the NE¼ of Section 21, T25N, R13W.

Also a stirp of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northerly and northeasterly, as surveyed, located, and laid out, extending from the west line to the north and south one quarter lineof Section 22, T25N, R13 West, through the NW¼-NW¼, NE¼-NW¼, of said Section 22.

IN TOWNSHIP 25 NORTH, RANGE 13 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DURAND, PEPIN COUNTY.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly, as surveyed, located, and laid out, extending from the north and south one quarter line of Section 22, T25N, R13 W, through the NW¼ NE¼, of said SEction 22.

Also an additional parcel of land located in the NW¼ of the NE¼ of Section 22, T25N, R13 W described as beginning at a point on the east and west section line 190 feet east of the one quarter corner between Sections 15 & 22, T25N, R13W, thence south 100 feet, thence N 70°E 360 feet, thence west on Section line to point of beginning.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northerly and northeasterly, as surveyed, located, and laid out, extending from the south to east line of Section 15, T25N, R13 W, through the SE¼ of the SW¼; SW¼ SE¼, NW¼ SE¼, SE¼ SE¼, NE¼ SE¼, SE¼ NE¼, NE¼ NE¼, of said Section 15. Excepting from the above all that land lying within said 100 foot wide strip running through the NW¼ SE¼ of said Section 15.

Also an additional parcel of land located in the SW¼ SE¼ of Section 15, T25N, R13W, abutting the aforementioned 100 foot strip of land on the south and described as, beginning 190 feet east of the one quarter corner between Sections 15 & 22, T25N, R13W, thence east on the section line 350 feet; thence N70°E 200 feet, thence north 227 feet, thence southwesterly along the southerly line of the above mentioned 100 foot strip to the point of beginning.

Also a strip of land 100 feet in width lying 50 feet inwidth on either side of a centerline that continues running northeasterly, as surveyed, located, and laid out, extending from the west line to the north line of Section 14, T25N, R13W, throughthe NW¼ NW¼ of said Section 14.

Also an additional parcel of land located in the NW¼ NW¼ of Section 14, T25N, R13W, abutting the aforementioned 100 foot strip of land on the northwest and described as beginning at a point 691 feet south N 26°30'E 42 feet from the northwest corner of said Section 4, thence N26°30'E 264 feet; thence S 22°30'E 330 feet; thence S 26°30'W 264 feet; thence N 22°30'W 330 feet to place of beginning.

Also a stirp of land 100 feet in width lying 50 feet in iwdth on either side of a centerline that continfues running northeasterly, as surveyed, located, and laid out, extending from the south line to the east line of Section 11, T25N, R13W, through the SW¼ SW¼, SE¼ SW¼, NE¼ SW¼, NW¼ SE¼, SW¼ NE¼, SE¼ NE¼, NE¼ NE¼, of said SEction 11. Excepting from the above all that land lying within said 100 foot wide strip running through the SW¼ NE¼, SE¼ NE¼ of said Section 11.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly, as surveyed, located, and laid out, extending from the west line to the north line of Section 12, T25N, R13W, through the NW¼ NW¼ of said Section 12.

Also a strip of land 100 feet in width lying 50 feet in width on either side of a cneterline that continues running northeasterly, as surveyed, located, and laid out, extending from the south line to the east line of Section 1, T25N , R13W, through the SW¼ SW¼, SE¼ SW¼, Government Lot 5, NW¼ SE¼, Government Lot 6, SE¼ NE¼, Government Lot 7, of said Section 1. Excepting from the above all that land lying within said 100 foot wide strip running through Government Lot 7 of said Section 1.

IN TOWNSHIP 25 NORTH, RANGE 12 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF LIMA, PEPIN COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northerly and northeasterly, as surveyed, located, and laid out, extending from the west line to the north lineof Section 6, T25N, R12 W, through Government Lots 4 and 3 of said Section 6.

IN TOWNSHIP 26 NORTH, RANGE 12 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF PERU, DUNN COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northerly and northeasterly, as surveyed, located, and laid out, extending from the south line to the north line of Section 31, T26N, R12W, through the SW¼ SW¼, SE¼ SW¼, NE¼ SW¼, SE¼ NW¼, SW¼ NE¼, SE¼ NE¼, NE¼ NE¼ of said Section 31. Excepting from the above all that land lying within said 100 foot wide strip running through the SE¼ NE¼ and NE¼ NE¼ of said Section 31.

Also all lands located in Section 31, T26N, R12W, inthe SE¼ SW¼, lying northwesterly of a line that is 200 feet southeasterly from the centerline, as surveyed, located, and laid out, except lands previously described.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northerly and northeasterly, as surveyed, located, and laid out, extending from the south line to the east line of Section 30, T26N, R12W, through the SE¼ SE¼ of said Section 30.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, locatd, and laid out, extending from the west line to the east line of Section 29, T26N, R12W, through the SW¼ SW¼, SE¼ SW¼, Government Lots 3, 4, 5, and 6, the NW¼ SE¼, SE¼ NE¼ of said Section 29. Excepting from the above all that land lying within said 100 foot wide strip running through Government Lot 4 of said Section 29.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, located, and laid out, extending from the west line to the north line of Section 28, T26N, R12W, through the NW¼ NW¼, and the NE¼ NW¼ of said Section 28. Excepting from the above all that land lying within said 100 foot wide strip running through the NE¼ NW¼ of said Section 28.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, located,and laid out, extending from the south line to the east line of Section 21, T26N, R12W, through Government Lot 4, the SW¼ NW¼, Government Lot 5, the NE¼ SE¼, the SE¼ NE¼ of said Section 21. Excepting from the above all that land lying within said 100 foot wide strip running through Government Lot's 4 and 5 and the SW¼ NW¼ of said Section 21.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, located, and laid out, extending from the west line to the north line of Section 22, T 26N, R12W, through the SW¼ NW¼, SE¼ NW¼, NE¼ NW¼, NW¼ NE¼ of said Section 22.

A strip of land 100 feet in width lying 50 feet in iwdth on either side of a centerline that continues running northeasterly as surveyed, located, and laid out, extending from the south line to the east line of Section 15, T26N, R12 W, through the SW¼ SE¼ and SE¼ SE¼ of said Section 15.

A strip of land 100 feet in width lying 50 feet in iwdth on either side of a centerline that continues running northeasterly as surveyed, located, and laid out, extending from the west line to the east line of Section 14, T26N, R12W, through the SW¼ SW¼, NW¼ SW¼, NE¼ SW¼, SE¼ NW¼, SW¼ NE¼, SE¼ NE¼, NE¼ NE¼ of said Section 14. Excepting from the above all that land lying within said 100 foot wide strip running through SE¼ NW¼, and the NE¼ NE¼ of said Section 14.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, located, and laid ou-t, extending from the west line to the north lineof Section 13, T26N, R12W, through the NW¼ NW¼, SE¼ NW¼ of said Section 13.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, locatd, and laid out, extending from the south line to the east lineof Section 12, T26N, R12W, through Government Lot 3, the SW¼ SE¼, SE¼ SE¼, NE¼ SE¼ of said Section 12.

IN TOWNSHIP 26 NORTH, RANGE 11 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF ROCK CREEK, DUNN COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly, easterly, and southeasterly, as surveyed, located, and laid out, extending from the west line to the east line of Section 7, T26N, R11W, through the N½ of the SW¼, SE¼ NW¼, SW¼ NE¼ and Government Lot 3 of said Section 7. Excepting from the above allthat land lying within said 100 foot

wide stirp within the northerly 20 feet of the westerly 300 feet in the N½ of the SW¼ of said Section 7.

Also an additional strip of land 10 feet in width abutting the above dscribed 100 foot strip of land on the northerly and southerly sides through the N½ of the SW¼ of said Section 7 except on the northerly side of the westerly 300 feet.

Also an additional strip of land 5 feet in width abutting theabove second strip of land on the northerly and southerly sides in the northeasterly 850 feet of the N½ of the SW¼ of said Section 7.

Also an additional strip of land 100 feet in width abutting the above described 100 foot strip of land on the south through the westerly 2000 feet of the S½ of the NE¼ of said Section 7.

A strip of land 100 feet in width lying 50 feet in iwdth on either side of a centerline that continues running easterly, as surveyed, located, and laid out, extending from the west line to the east line of Section 8, T26N, R11W, through Government Lots 5, 6, 7, and 8 of said Section 8. Excepting from the above all that land lying within said 100 foot wide strip running through Government Lot 6 and the easterly 675 feet of Governmetn Lot 7 of said Section 8.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running easterly, as surveyed, located, and laid out extending from the west line to the east line of Section 9, T 26N, R11W, through Government Lots 5, 6, 7, and 8, of said Section 9. Excepting from the above all that land lying within said 100 foot wide strip running through Government Lot 5 of said Section 9.

Also an additional strip of land 60 feet in width and abutting the above 100 foot strip of land on the north in the westerly 500 feet of Government Lot 6 of Section 9, T26N, R11W.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running easterly, southeasterly, southerly, and northeasterly, as surveyed, located, and laid out, extending from the west line to the east line of Section 10, T26N, R11W, through Government Lots 7, 8, 9, and 10 of said Section 10.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running southeasterly, easterly, and northeasterly as surveyed, located, and laid out, extending from the northline to the north line of Section 15, T26N, R11W, through the NW¼ NE¼, NE¼ NE¼ of said Section 15.

A strip of land 100 feet in iwdth lying 50 feet in width on either side of a centerline that continues running northeasterly and easterly as surveyed, located, and laid out, extending from the west line to the east line of Section 11, T26N, R11W, through Government Lots 3, 4, and 5, and the SW¼ NE¼, the SE¼ NE¼ of said Section 11.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly and easterly as surveyed, located, and laid out, extending from the west line to the east line of Section 11, T26N, R11W, through Government Lots 3, 4, and 5, and the SW¼ NE¼, the SE¼ NE¼ of said Section 11.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running easterly as surveyed, located, and laid out, extending from the west line to the east line of Section 12, T26N, R11W, through the SW¼ NW¼, SE¼ NW¼, SW¼ NE¼, SE¼ NE¼ of said Section 12.

IN TOWNSHIP 26 NORTH, RANGE 10 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OS BRUNSWICK, EAU CLAIRE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running easterly as surveyed, located, and laid out, extending from the west line to the east line of Section 7, T26N, R10W, through Government Lot 2, SE¼ NW¼, SW¼ NE¼, SE¼ NE¼ of said Section 7. Excepting from the above all that lying within said 100 foot wide strip running through Government Lot 2, and the SE¼ NW¼ of said Section 7.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running easterly as surveyed, located, and laid out, extending from the west line to the east line of Section 8, T26N, R12W, through the SW¼ NW¼, SE¼ NW¼, SW¼ NE¼, SE¼ NE¼ of said Section 8.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running easterly as surveyed, located, andlaid out, extending from the west line tothe east line of Section 9, T26N, R12W, through the SW¼ NW¼, SE¼ NW¼, SW¼ NE¼, SE¼ NE¼ of said Section 9.

A strip of land 100 feet in width lying 50 feet in width on either sideof a centerline that continues running easterly, northeasterly, and northerly as surveyed, located, and laid out, extending from the west line to the north line of Section 10, T26N, R10W, through the SW¼ NW¼, SE¼ NW¼, NE¼ NW¼, NW¼ NE¼, of said Section 10. Excepting from the above all that land lying within said 100 foot wide strip running through the NW¼ NE¼ of said Section 10.

A strip of land 100 feet in width lying 50 feet in width on either side of a cneterline that continues running noirtherly and northeasterly as surveyed, located, and laid out, extending from the south line to the east line of Section 3, T26N, R10W, through Governmetn Lots 3 & 4 , the SE¼ NE¼, NE¼ NE¼ of said Section 3. Excepting from the above all thatland lying within said 100 foot wide strip running through Governmetn Lot 4 of said Section 3.

A strip of 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, located, and laid out, extending from the west line to the north line ot Section 2, T26N, R10W, through the NW¼ NW¼ of said Section 2. Excepting from the above all that part lying within said 100 foot wide strip running trhough the NW¼ NW¼ of said Section 2. (The 100 foot strip through said NW¼ NW¼ is not intended to be made a part of this transfer, but is included for the sole purpose of creating continuity of the centerline.)

IN TOWNSHIP 27 NORTH, RANGE 10 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRUNSWICK, EAU CLAIRE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a cneterline that continues running northeasterly and easterly as surveyed, located, and laid out, extending from the south line to theeast line of Section 35, T27N, R10W, through the SW¼ SW¼, SE¼ SW¼, NE¼ SW¼, NW¼ SE¼, NE¼ SE¼, SE¼ NE¼ of said SEction 35. Excepting from the above all that land lying within said 100 foot wide strip running through the SW¼ SW¼, SE¼ SW¼, NE¼ SW¼, NW¼ SE¼ of said Section 35.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running easterly and northeasterly as surveyed, located, and laid out, extending from the west line to the north line of Section 36, T27N, R10W, through the NW¼ SW¼, Government Lots 2, 3, 4, and 5 of said Section 36. Excepting from the above all that land lying within said 100 foot wide strip in the easterly 1000 feet of Government Lot 3 of said Section 36.

IN TOWNSHP 27 NORTH, RANGE 10 WEST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRUNSWICK, EAU CLAIRE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northeasterly as surveyed, located, and laid out, extending from the south line to the east line of Section 25, T27N, R10W, through Government Lots 7 and 8 of said Section 25.

Also an additional parcel of land 50 feet in width located in Governmetn Lots 7 & 8 of Section 25, T27N, R10 W, abutting the aforementioned 100 foot strip of land on the southeast.

Also an additional parcel of land 100 feet in width located in Government Lot 8 of said Section 25, T27N, R10W, abutting the above last described parcel of land on the southeast within the southerly 1075 feet of said Government Lot 8.

Also an Addistional parcel of land 250 feet in width located in Government Lots 7 & 6 of Section 25, T27N, R10W, abutting the aforementioned 100 foot strip of land on thenorthwest.

IN TOWNSHIP 27 NORTH, RANGE 9 WEST , OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, CITY OF EAU CLAIRE, EAU CLAIRE COUNTY.

A strip of land 100 feet in width lying 50 feet in iwdth on either side of a centerline that continues running northeasterly and northerly as surveyed, located, and laid out, extending from the west line to the north line of Section 30, T27N, R9W, through Governmetn Lots 3, 4, and 5 of said Section 30. Excepting from the above all that land lying- within said 100 foot wide stirp in Governmetn Lot 3, and alos excepting the easterly 25 feet of the northerly 60 feet of said 100 foot wide strip in Governmetn Lot 5 of said Section 30.

A strip of land 50 feet in width lying 25 feet in width on either side of a centerline that continues running northerly and northeasterly as surveyed, located, and laid out, extending from the south line to the east 1-ineof Section 19, T27N, R9W, through the SW¼ SW¼, Government Lots 3, 4, 5, and 6 of said Section 19. Excepting from the above all that land lying within said 50 foot wide stirp within 2725 linear feet of said centerline through said Section 19.

Also all lands located in the SW¼ SW¼, Section 19, T27N, R9W, lying northerly of Menomonie Street and northwesterly of the above last described 50 foot strip of land and southeasterly of a line that is 50 feet radially northwesterly of a- centerline that runs northeasterly as surveyed, located, and laid out, through said section 19 except lands previously described.

A strip of land 75 feet in width lying 37.5 feet in width on either side of a centerline that continues running northeasterly, and easterly as surveyed, located, and laid out, extending from the west lineto the east line of Section 20, T27N, R9W, through Government Lots 6,7, and 8 of said Section 20. Excepting from the above all that land lying within said 75 foot wide strip within 2,830 linear feet of said centerline through said Section 20.

Also all of Block Number 23 in the Eau Claire Lumber Company's corrected plat of Chapman's and Thorp Second Addition to the Village of Eau Claire now in and forming a part of the City of Eau Claire, all in Government Lot 8 of Section 20, T27N, R9W, except previously described as lying in a 75 foot wide strip across Government Lot 8 of said Section 20.

Also all that part of Government Lot 7 of Section 20, T27N, R9W, described as follows: Commencing at the southeast corner ofBlock 1 of Chapman and Thorp's 3rd Addition in the Village of Eau Claire thence southerly on the west line of Dewey Street 60 feet; thence westerly to apoint on west line of Barstow Street 93 feet southerly from the southeast corner of Block 3 of the Aforementioned addition; thence westerly to a point in a direct line with the extension southerly of the west line of said Block 3 a distance of 148 feet; thence westerly to the east bank of the Chippewa River; thence northerly along the east bank of said Chippewa River to a point in line with the southerly line of said Block 3 extended to the west; thence easterly in line with the southerly line of Block 3 to the west line of Barstow street; thence easterly across said Barstow Street to the southwest corner of Block 2 of said addition; thence easterly along

the southerly line of Blocks 2 & 1 to the place of beginning. Excepting from the above all that land previously described lying within a 75 foot wide strip of land lying 37.5 feet in width on either side of a centerline that continues running northeasterly as surveyed, located, and laid out through Government Lot 7 of said Section 20.

A strip of land 25 feet in width lying 12.5 feet in iwdth on either side of a centerline that continues running easterly and northeasterly as surveyed, located, and laid out, extending from the west line to the north line of Section 21, T27N, R9W, through Government Lot 4. (The 25 foot strip through said Government Lot 4 is not intended to be made a part of this transfer, but is included for the sole purpose of creating continuity of the centerline).

A strip of land 100 feet in width lying 25 feet northwesterly and westerly from and 75 feet southeasterly and easterly from a centerline that continues running northeasterly and northerly as surveyed, located, and laid out, extending from the south line of Section 16, T27N, R9W to a point on the north line of said Section 16, through Government Lots 2, 3, and 4, the NW¼ SE¼ the SW¼ NE¼, the NW¼ NE ¼ of said Section 16. Excepting from the above all that land lying within said 100 foot wide strip running through Government Lot 2.
Also excepting the northwesterly and westerly 50 feet of said 100 foot wide strip running through Government Lots 3 and 4, also excepting the southerly 208 feet of said 100 foot wide strip through the NW¼ SE¼ of said Section 16, also excepting the westerly 25 feet of the northerly 700 feet of the said NW¼ SE¼ of said Section 16, also excepting the westerly 25 feet of said 100 foot wide strip of the said SW¼ Nk¼ of said Section 16.

Also excepting that land in the NW¼ NE¼ of Section 16, T27N, R9W, owned by the M.ST.P. & S.S.M.Ry.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues running northerly and northwesterly as surveyed, located, and laid out, extending from the south line to the west line of the SW ¼ SE¼, Section 9, T27N, R9W to the point of ending of said centerline being Engineering Station 2678+20. (The 100 foot strip of land through said SW¼ SE ¼ is not intended to be made a part of this transfer, but is included for the sole purpose of creating continuity of the centerline.)

Containing 34.09 acres.

STATE OF WISCONSIN)
Department of State) ss.
Received this 24th day of April A. D. 19 80 at 10 o'clock A.M. and recorded in Vol. 51 of RRM on page 214-219.
Vel Phillips
Secretary of State

This document prepared by the STate of Wisconsin, Department of Transportation intends to relate to the following described lots and blocks as platted in the City of Durand, Wisconsin. The following lots and blocks are affected in the description of a particular AWARD OF DAMAGES by the State of Wisconsin, Department of Transportation as recorded in Volume 55 of Records, Page 383-391, Document Number 74216 as recorded in the Office of the Register of Deeds of Pepin County.

Part of Lot 5, Block 8, Range 3, Prindle & Babatz Add. to Village of Durand, including Wells Street.

All tha part Block 8, Range 4, M.D. Prindle & Babatz addition to Village of Durand within Wells Street.

All that part of Lots 1, 2, 3, 4 in Block 8, Range 3, M.D. Prindle & Babatz Addition to Village of Durand within limits of Wells Street.

All that part of Lot 6, Block 7, Range 3, Prindle & Babatz Addition to Village of Durand within limits of Wells Street.

All that part of Lots 7, 8, 10, 11, 12 in Block 7, Range 4, Prindle & Babtz Addition to Village of Durand within Wells STreet.

All that part Lots 13, 14, Block 6, Range 4, in Prindle & Babatz Addition to Village of Durand, within limits of Wells Street.

All that part lots 8, 9, in Prindle's Tract, and Lots 10, 11, 13, 14 Block 5, Range 4 in Prindle & Babatz Addition to Village of Durand within the limits ofWells Street.

All that part of the West 3½ rods of Lot 1, Block 4, in Range 4, Prindle's Tract, Village of Durand within Wells Street.

All that part easterly 4 rods of Lot 1, Block 4, Range 4, Prindle's Tract, Village of Durand within Wells Street.

All that part Lot 1, 8, Block 3, Range 4, M. D. Prindle's Tract, Village of Durand within Wells Street.

All that part Lot 4, 5, Block 2, Range 3 M.D. Prindle's Tract, Village of Durand within Wells Street.

All that part Lot 1, Block 2, Range 4, M.D. Prindle's Tract, Village of Durand within Wells Street.

All that part Lot 4, 5, Block 1, Range 3 in M.D. Prindle's Tract, Village of Durand within Wells Street.

220

All that part of Lot 1, 8, Block 1, Range 4 in M.D. Prindles's Tract, Village of Durand, within Wells Street.

All that part of Lot 1, 8, Block 1, Range 4, Billing's 2nd Addition to the Village of Durand within Wells Street.

Pt. of Lots 3, 4, 5, Block 2, Range 3, Billing's Tract, Village of Durand.

Pt. of Lots 1, 2, Block 3, Range 3, Billing's Tract, Villag of Durand.

Block 4, Range 2, Billing's Tract, East of Base line in Village of Durand.

Part of Lots 1, 2, 3, 4, 5, Range 1, Billing's 1st Addition, Village of Durand within limits of River Street.

Part of Block 6, Range 1, East of Base line in the Village of Durand.

In witness whereof, the said State of Wisconsin, Department of Transportation, by D. V. Houser, District Chief of Real Estate, has hereunto set his hand and seal this 26th day of March 1980.

D. V. HOUSER /s/
District Chief of Real Estate

RECEIVED FOR RECORD

26 day of MARCH

A.D., 19 80, at 3

o'clock P m. and recorded in Vol.

55 of Records page 393-394

EMMA LANGLOIS /s/
Register of Deeds

PEPIN County

STATE OF WISCONSIN
Department of State } ss.
Received this 8th day of
April A. D. 19 80 at 10
o'clock A. M. and recorded in Vol.
51 of RRM
on page 219-220
Vel Phillips
Secretary of State

STATE OF WISCONSIN
County of EAU CLAIRE

Personally came before me, this 26th day of MARCH A.D., 19 80, the above named D. V. HOUSER to me known to be the person (s) who executed the foregoing instrument and acknowledged the same.

C. JOSEPH GRAF /s/
C. Joseph Graf

Notary Public State of Wisconson County, Wisconsin. My Commission expires 2/20/83, A.D. 19 .

(S E A L)

Negotiated by

This document prepared by the State of Wisconsin, Department of Transportation intends to relate to the following described lots and blocks as platted in the City of Eau Claire, Wisconson. The following lots and blocks are affected in the description of a particular AWARD OF DAMAGES by the State of Wisconsi-n, Department of Transportation as recorded in Volume 512 of Records, Page 348-356, Document Number 477639 as reocrded in the Officeof the Register of Deeds. of Eau Claire County.

Part of Lot 7, Block 42, Adrin Randalls 1st Addition to Villageof Eau Claire

part of Lot 5, 6, 7, Block 5, in Randall's & Martin's Addition to the original plat of Eau Claire

part of Lots 2, 3, 4, 10, 11, 12, Block 4, in Randall's & Martin's Addition to City- of Eau Claire

part of Lots 8, 9, 10, Block 6 in Cramer Smith and Moore's Addition to Eau Claire

part of Lots 5, 6, 7, 11, 12, Block 3, Cramer Smith and Moore's Addition to City of Eau Claire

part of Lots 1, 2, 3, 5, Block 2, Cramer Smith and Moore's Addition to City- of Eau Claire.

221

part of Lots 1, 2, 3, 4, Block 17, in Babcock Bellinger and Mappa's Addition to Eau Claire

part of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, Block 11, in Babcock Bellinger & Mappa's Addition to Eau Claire

part of Lots 2, 3, 4, Block 8, of the Eau Claire Lumber Company's corrected plat of Chapman & Thorp's 2nd Addition to Eau Claire

part of Lots 1, 2, 3, 14, 15, 16, 17, 18, of Block 6 in the Eau Claire Lumber Company's corrected plat of Chapman and Thorp's 2nd Addition to Eau Claire

Block 23, in the Eau Claire Lumber Company's corrected plat of Chapman and Thorp 2nd Addition to Eau Claire

In witness whereof, the said State of Wisconson, Department of Transportation by D. V. Houser, District Chief of Real Estate, has hereunto set his hand and seal this 26th day of March 1980.

D. V. HOUSER /s/
D. V. HOUSER
District Chief of Real Estate

RECEIVED FOR RECORD

27th day of MARCH

A.D., 19 80, at 8:12 A.M.

o'clock A. m. and recorded in Vol.

512 of RECORDS page 357-358

THOMAS J. LOKEN
Register of Deeds

County

STATE OF WISCONSIN
Department of State } ss.
Received this 8th day of
April A. D. 19 80 at 10
o'clock A. M. and recorded in Vol.
51 of RRM
on page 220-221
Vel Phillips
Secretary of State

STATE OF WISCONSIN
County EAU CLAIRE

Personally came before me, this 26th day of MARCH A.D., 19 80, the above named D. V. HOUSER to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

(S E A L)

C. JOSEPH GRAF /s/
C. Joseph Graf

Notary Public STATE OF WISCONSIN

Wisconsin, My Commission expires 2/20/83, A.D., 19 .

Negotiated by

Executed in 15 counterparts of which this is Counterpart No. 12

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain lease of Railroad Equipment dated February 1, 1965, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the First part, under an Agreement dated Februray 1, 1965, creating an equipment trust designated "GREAT NORTHERN RAILWAY EQUIPMENT TRUST OF 1965, by and among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) and Great Northern 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 February 17, 1965, ICC Recordation No. 3230, and certain items of railroad equipemtn were added to said Lease by Supplemental Lease of Equipment dated and recorded as follows:

Supplemental Lease dated September 15, 1965, reocrded with the Interstate Commerce Commission on September 27, 1965, ICC Recordation No. 3230-A .

Supplemental Lease dated September 13, 1966, reocrded with the Interstate Commerce Commission on September 28, 1966, ICC Recordation No. 3230-B.

Supplemental Lease dated July 28, 1967, recorded with the Interstate Commerce Commission on August 14, 1967, ICC Recordation No. 3230-C.

Supplemental Lease dated May 1, 1969, recorded with the Interstate Commerce Commission on May 19, 1969, ICC Recordation No. 3230-D.

Supplemental Lease dated June 16, 1969, reocrded with the Interstate Commerce Commission on July 3, 1969, ICC Recordation No. 3230-E.

Aupplemental Lease dated October 15, 1974, recorded with the Interstate Commerce Commission on December 13, 1974, ICC Recordation No. 3230-H.

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 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 part 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 February 1, 1965, 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 following 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 existance 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:

No. of Units	Description of Equipment		Road Nos.
15	2500 H. P. Road Switching locomotives	GN	3026-3040 (BN 2509-2523)
288	Box Cars	GN	38000 (BN 239000), 38001-38003, 38005, 38006-38007 (BN 239006-239889), 38008-38009, 38010-38011 (BN 239010-239011), 38012, 38013-38014 (BN 239013-239014), 38015-38017, 38018 (BN 239018), 38019-38026, 38027 (BN 239027), 38028-38033, 38034 (BN 239034), 38035-38040, 38041 (BN 239041), 38042-38043, 38044 (BN 239044), 38046 (BN239046), 38047-38049, 38046 (BN239046), 38047-38049, 38050-38053 (BN 239050-239053), 38055-38056 (BN 239055-239056), 38057, 38058 (BN 239058), 38059, 38060 (BN 239060), 38062, 38063-38065 (BN 239063-239065), 38066, 38067-38068 (BN 239067-239068), 38069-38078, 38079-38080 (BN 239079-239080), 38081-38084, 38085 (BN 239085), 38086-38097, 38098 (BN 239098), 38099-38104, 38105 (BN 239105), 38106-38110, 38112 (BN 239112), 38114-38115, 38116-38118 (BN 239116-239118), 38119, 38120 (BN 239120), 38121, 38122 (BN 239122), 38123-38127, 38128-38129 (BN 239128-239129), 38130, 38132 (BN 239132), 38133-38144, 38145 (BN 239145), 38146, 38147 (BN 239147),

No. of Units	Description of Equipment		Road Nos.
		GN	38148, 38150-38153, 38154 (BN 239154), 38155, 38156 (BN 239156), 38157-38159, 38160-38161 (BN 239160-239161), 38162-38163, 38164 (BN 240044), 38165, 38166 (BN 239166), 38167-38172, 38173-38175 (BN 239173-239175), 38176-38183, 38185 (BN 239185), 38186-38187, 38188-38190 (BN 239188-239190), 38191-38193, 38194 (BN 239194), 38195-38197, 38198 (BN 239198), 38199-38201, 38202-38203 (BN 239202-239203), 38204, 38205 (BN 239205), 38206-38208, 38209 (BN 239209), 38210-38218, 38219-38221 (BN 239219-239221), 38223 (BN 239223), 38224, 38225-38227 (BN 239225-239227), 38228, 38229-38232 (BN 239229-239232), 38233, 38234-38236 (BN 239234-239236), 38237, 38238-38239 (BN 239238-239239), 38240-38241, 38243, 38244 (BN 239244), 38245-38250, 38251 (BN 239251), 38252-38257, 38258-38259 (BN 239258-239259), 38260-38262, 38263-38264 (BN 239263-239264) 38265, 38267-38268 (BN 239267 239268), 38269, 38270 (BN 239270), 38271, 38272 (BN 239272), 38273, 38274 (BN 239274), 38275-38277, 38278 (BN 239278), 38279-38282, 38283-38286 (BN 239283-239286), 38287-38290, 38291-38292 OBN 239291-239292), 38293-38298, 38299 (BN 239299)
1	Box Car	GN	139507
2	Flat Cars	GN	60711 (BN 610371), 60737
47	Covered Hopper Cars	GN	171150-171152, 171153-171154 (BN 454753-454754), 171155-171171, 171172 (BN 454772), 171173, 171176-171185, 171186-171187 (BN 454786-454787), 171188, 171190-171199,
3	Insulated Box Cars	GN	200077-200079
1	Covered Hopper Car	GN	71672 (BN 410013)
2	Open Top Hopper Cars	BN	520606-520607
3	Covered Hopper Car	BN	410387

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 couterparts, each of which, so executed, is deemed to be and 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 affixed and attested by its officers thereunto duly authorize this 10th day of MARCH , 1980.

CITIBANK, N.A.

RALPH E. JOHNSON /s/
Senior Trust Officer

(S E A L)

ATTEST:

/s/
Trust Officer

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

On this 10th day of MARCH, 1980, 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 authorityof its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)

ALICE H. SHAW /s/
Notary Public, State of New York
No. 24 --4646218
Qualified in Kings County
Cert. filed in New York County
Term Expires March 30, 1981

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of April A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 221-224
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80. and filed in the office of the County Clerk of MILWAUKEE & WAUKESHA Counties for present or future transportational, recreational or scenic purposes in said counties.

The State of Wisconsin has determined it necessary to acquire, for theprupose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Richard B. Ogilvie, Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor.

The interest acquired by this award is for thelands, rights and interests thereto of the owner located in Milwaukee and Waukesha Counties, according to the description comprising page 1, inclusive, as attached hereto and made a part hereof, andincluding:

Land, buildings, trestles, bridges, culverts, track and related track materials, extending from an easterly point at railroad milespost 100.5 at Granville, Wisconsin to a westerly point at railroad milepost 104.05 at Menomonee Falls, Wisconsin, a distance of 3.55 miles with 0.6 miles of side track, in Milwaukee and Waukesha Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., MARCH 27, 19 80.

The State of Wisconsin, having complied with all jrisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of ONE HUNDRED EIGHT THOUSAND TWENTY AND NO/100 DOLLARS ($ 108,020.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON, P.E. /s/
Secretary Mar. 21, 1980

LAND DESCRIPTION

Fee title in and to railroad property as now located in Milwaukee and Waukesha Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 8 NORTH, RANGE 21 EAST, MILWAUKEE COUNTY.

From a point in the cneterline of the Granville to Menomonee Falls section of said railroad at Milepost 100.5 whichis approximately 740 feet east and 680 feet south of the northwest corner of SEction 8, Township 8 North, Range 21 East, proceed northwesterly 5218.9 feet along said centerline to a point of curve; then northwesterly along a curve to the left approximately 200 feet to the west property line of the North Milwau-k-e to Horicon section of said railroad and the pointof beginning of said property; then northwesterly across a triangular shaped tractof land described in Volume 216 of Deeds on Page 520 and lyingin the Northeast ¼ of the Southwest ¼ of Section 6, Township 8 North, Range 21 East and across a 60 foot wide strip of land described in Volume 245 of Deed of Page 465 and lying in the South ½ of the Northwest ¼ of Section 6, Township 8 North, Range 21 East.

IN TOWNSHP 8 NORTH, RANGE 20 EAST, WAUKESHA COUNTY.

Also, a stirp of land 60 feet in width, the cneterline of which begins in the centerline of said railroad approximately 30 feet north of the southeast corner of the northeast one-quarter of Section 1, Township 8 North, Range 20 East; then westerly along said centerline across the South ½ of the Northeast ¼, South ½ of the Northwest ¼ and North ½ of the Southwest ¼ of Section 1, North ½ of the Southeast ¼ and North ½ of the Southwest ¼ of Section 2, North ½ of the Southeast ¼ of Section 3, and continues westerly to Milepost 104.05 which is approximately 340 feet south and 320 feet west of the northeast corner of the southwest one-quarter of Section 3, Townshp 8 North Range 20 East, excepting all land in the South ½ of the Northeast ¼ of Section 1, Township 8 North, Range 20 East.

Said parcel, tract or stirp of land contains 17.92 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of April A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 224-225
Vel Phillips
Secretary of State

AWARD OF DAMAGES
BY STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Section 84.09(2), 85.09
and 32.05, Wis. Stats.

This award of damages is made pursuant to acquisition order of the State of Wisconsin Department of Transportation, dated MARCH 18, 19 80, and filed in the office of the County Clerk of MILWAUKEE, WAUKESHA, WASHINGTON & DODGE Counties, for present or future transportational, recreational or scenic purposes in said counties.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: RICHARD B. OGILVIE, TRUSTEE OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, DEBTOR.

The interest acquired by this award is for ht e lands, rights and interests thereto of the owner located in Milwaukee, Waukesha, Washington, and Dodge Counties, according to the description comprising pages 1-5, inclusive, as attached hereto and made a part hereof, and including:

Land, buildings, trestles, bridges, culverts, track and related track materials extending from a southerly point at railroad milespot 93.72 near 35th Street at Milwaukee, Wisconsin; thence in a northwesterly direction to a westerly point at railroad milespot 140.27 near the depot at Horicon, Wisconsin, a distance of 46.55 miles with 9.84 miles of side track, in Milwaukee, Waukesha, Washington, and Dodge Counties.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on 12:01 A.M., March 27, , 19 80.

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of ONE MILLION SIX HUNDRED FORTY FOUR THOUSAND AND NO/100 DOLLARS ($ 1,644,000.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION

LOWELL B. JACKSON, P.E. 3/21/80 /s/
Secretary

LAND DESCRIPTION

Fee title in and to a stirp of railroad property as now located in Milwaukee, Waukesha, Washington and Dodge Counties, State of Wisconsin, described as follows:

IN TOWNSHIP 8 NORTH, RANGE 21 EAST, MILWAUKEE COUNTY.

a stirp of land 100 feet in width, the centerline of which begins in the centerline of said railroad at Milepost 93.72 which is approximately 870 feet south and 520 feet west of the center line of Section 36, Township 8 North, Ragne 21 East; then northwesterly along said centerline across the southwest ¼ and the South 1/3 of the South ½ of the Northwest ¼ of Section 36, Township 8 North, Range 21 East.

A strip of land 99 feet in width which continues across the North ½ of the South 2/3 of the South ½ of the Northwest ¼ of Section 36.

A strip of land 100 feet in width which continues across the North 1/3 of the South ½ of the Northwest ¼ and North ½ of the Northwest ¼ of Section 36 and North ½ of the Northeast ¼ of Section 35.

A strip of land 99 feet in width which continues across the South ½ and Northwest ¼ of Section 26, the South ½ and Northwest ¼ of Section 22, the Northeast ¼ of Section 21, the South ½ and Northwest ¼ of Section 16, Northeast ¼ of Section 17, East ½ and Northwest ¼ of Section 8, and Northeast ¼ of Section 7, all in Township 8 North, Range 21 East.

A stirp of land 100 feet in width, which continues across the Southeast ¼ of the Southeast ¼ of Section 6, Township 8 North, Range 21 East.

A strip of land 99 feet in width, the centerline of which continues across the West ½ of the Southeast ¼ and West ½ of Section 6, Township 8 North, Range 21 East.

IN TOWNSHIP 8 NORTH, RANGE 20 EAST, WAUKESHA COUNTY.

The 99 foot strip of land continues across the Northeast ¼ of the Northeast ¼ of Section 1, Townsship 8 North, Range 20 East.

IN TOWNSHIP 9 NORTH, RANGE 20 EAST, WASHINGTON COUNTY.

The 99 foot strip of land continues across Section 36, the West ½ of Section 25, the Northeast ¼ of Section 26, South ½ of Section 23, East ½ of Section 22 and Southeast ¼ of Northwest ¼ of Section 22, all in Township 9 North, Range 20 East.

A strip of land 66 feet in width, which continues across the Southwest ¼ of the Northwest ¼ of Section 22, Township 9 North, Range 20 East.

A strip of land 99 feet in width, which continues across the Northwest ¼ of the Northwest ¼ of Section 22, North ½ of Section 21, Southwest ¼ of Section 16, South ½ of Section 17, Northeast ¼ of the Southeast ¼ and East ½ of the Southeast ¼ of the Northeast ¼ of Section 18.

A strip of land 100 feet in width, which continues acorss the West ½ of the Southeast ¼ of the Northeast ¼ of Section 18.

A strip of land 99 feet in width, which continues across the Southwest ¼ of the Northeast ¼ of Section 18.

A strip of land 100 feet in width, which continues across the Northwest ¼ of Section 18, Township 9 North, Range 20 East.

Except that land in the Southeast ¼ of the Southwest ¼ of Section 16, Town 9 North, Range 20 East.

IN TOWNSHIP 9 NORTH, RANGE 19 EAST, WASHINGTON COUNTY.

A strip of land 190 feet in width, which continues across the Northeast ¼ of Section 13, excepting that land in the east 30 acres of the Northeast ¼ of the Northeast ¼ of Section 13.

A strip of land 99 feet in width, which contues across the Southeast ¼ of Section 12.

A strip of land 100 feet in width which continues across the Southwest ¼ of Section 12 and extends 170 feet further across the Northwest ¼ of Section 12 to a property line at Station 1326+30.

A strip of land 99 feet in width which extends further across said Northwest ¼ to a property line at State 1330+60.

A strip of land 100 feet in width which extends across the remaining portion of the Northwest ¼ of Section 12.

A strip of land 99 feet in width which continues across the Northeast ¼ of Section 11 and Southeast ¼ of the Southeast ¼ of Section 2.

A strip of land 100 feet in width which continues across the North ½ of the Southeast ¼ and Southwest ¼ of the Northeast ¼ of Section 2.

A strip of land 99 feet in width which continues across the Northwest ¼ of the Northeast ¼ and Northeast ¼ of the Northwest ¼ of Section 2, excepting all land in the Northwest ¼ of the Northeast ¼ of Section 2, Township 9 North, Range 19 East.

IN TOWNSHIP 10 NORTH, RANGE 19 EAST, WASHINGTON COUNTY.

The 99 foot strip of land continues acorss the Southwest ¼ of Section 35 to a point in the south line of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 35, Township 10 North, Range 19 East.

A strip of land 100 feet in width which continues across the North ½ of the Northwest ¼ of the Southwest ¼ of Section 35.

A strip of land 99 feet in width which continues across the Northwest ¼ of Section 35.

A strip of land 100 feet in width which continues across the Northeast ¼ of Section 34 and East ½ of Southeast ¼ of Section 27.

A strip of land 99 feet in width across the west ½ of the Southeast ¼ and West ½ of Section 27 and Northeast ¼ of Section 28, but excepting lands dedicated to Washington Coiunty for highway purposes on November 5, 1925, recorded in Volume 99 of Deeds, Page 122. Except taht land in the Northwest ¼ of the Southwest ¼ of Section 27, Township 10 North, Range 19 East.
A strip of land 66 feet wide across the Northwest ¼ of Section 28.
A strip of land 100 feet wide across the Southwest ¼ of Section 21 and theSoutheast ¼ and West ½ of Section 20 and the Southeast ¼ of the Northeast ¼ of Section 19. Except that land in the Southeast ¼ of the Northeast ¼ of Section 19, Township 10 North, Range 19 East.

A strip of land 66 feet wide across the Northeast ¼ of the Northeast ¼ of Section 19.

A strip of land 99 feet in width across the Southeast ¼ and West ½ of Section 18, Township 10 North, Range 19 East.

IN TOWNSHIP 10 NORTH, RANGE 18 EAST, WASHINGTON COUNTY.

A strip of land 66 feet in width which continues across the Southeast ¼ of the Northeast ¼ of Section 13, Township 10 North, Range 18 East.

A strip of land 100 feet in width which continues across the Southeast ¼ of Section 13.

A strip of land 99 feet in width which continues across the Southwest ¼ of Section 13.

A strip of land 66 feet in width which continues across theNortheast ¼ of the Southeast ¼ of Section 14.

A strip of land 100 feet in width which continues across the South ½ of the Southeast ¼ and Southwest ¼ of Section 14, and across the Northwest ¼ of Section 23, Except that land in the Northwest ¼ of Section 23.

A strip of land 66 feet in width which continues across the Northeast ¼ and Northeast ¼ of the Northwest ¼ of Section 22.

A strip of land 100 feet in width which continues across the West ½ of the Northwest ¼ of Section 22.

A strip of land 66 feet in width which continues westerly approximately 4900 feet through the North½ of Section 21 to a point in the west line of Rossmann & Thomson's Addition.

That part of Lots 1, 2 and 3 of Block 7 of the Original Town Plat of Hartford Lying between the present centerline of track and a line 33 feet southerly thereof. That part of Lots 9, 10 and 11 of Block 6 of said Plat lying between the present centerlin of track and a line 25 feet northerly thereof. The part of vacated Wisconsin Street lying south of Block 6 of said Plat. Except that land in said Block 7 and in said Wisconsin Street.

That part of vacated Wisconsin Street, which is south of Block 5 of the Original Town Plat of Hartford that lies between the present centerline of track and a line 20 feet southerly thereof.

A parcel of land bounded on the osuth by the north line of Wisconsin Street, bounded on the west by the west lineof Johnson Street, bounded on the east by the east line of Block Five of the Original Plat of Hartford and bounded northerly by a line 30 feet northerly of the present centerline of track, except in the west 40 feet of Lot 4 of said block and except in the east 45 feet of Lot 5 of said Block where the northerly lineof said parcel is 22 feet from the centerline of track.

That part of Block 4 of the Original Town Plat of Hartford lying between the present centerline of track and a line 50 feet northerly thereof, and between said centerline and a line approximately 20 feet southerly thereof as described in Volume 60 of Deeds on Page 560.

A strip of land 100 feet in width which continues across the remainder of the Northeast ¼ of Section 20 and the Northeast ¼ of the Northwest ¼ of Section 20.

A strip of land 99 feet in width which continues across the Southwest ¼ of Section 17 and East ½ of the Southeast ¼ of Section 18.

A strip of land 100 feet in width which continues across the West ½ of the Southeast ¼ and West ½ of Sectin 18, Township 10 North, Range 18 East.

IN TOWNSHIP 10 NORTH, RANGE 17 EAST, DODGE COUNTY.

A strip of land 99 feet in width which continues across the East ½ of the Northeast ¼ of Section 13.

A strip of land 100 feet in width which continues across theWest ½ of the Northeast ¼ and Northwest ¼ of Section 13.

A strip of land 99 feet in width which continues across the Northeast ¼ of the Northeast ¼ of Section 14. Except that land in the Northeast ¼ of the Northeast ¼ of Section 14.

A strip of Land 100 feet in width which continues across the Northwest ¼ of the Northeast ¼ of Section 14 and the Southeast ¼ of Section 11. Except that land in the Southeast ¼ of Section 11.

A strip of land 99 feet in width which continues across the Northeast ¼ of the Northwest ¼ of Section 14, Southwest ¼ of Section 11, Southeast ¼ of the Southeast ¼ of Section 10, Northeast ¼ and Northwest ¼ of Section 15, Southwest ¼ of the Southeast ¼ and Southwest ¼ of Section 10 and South ½ of Section 9. Except that land in the Northeast ¼ of the Northwest ¼ of Section 14, the Northeast ¼ of the Northeast ¼ of Section 15 and the Southwest ¼ of the Southeast ¼ of Section 10 and the Northwest ¼ of the Southeast ¼ of Section 9 and the Northeast ¼ of the Southwest ¼ of Section 9.

A strip of land 100 feet in width which continues across the Southeast ¼ of the Northwest ½ of Section 9.

A strip of land 99 feet in width which continues across the West ½ of the Northwest ¼ of Section 9, Northeast ¼ of Section 8, South ½ of Section 5, Township 10 North, Range 17 East. Except that L-and bounded by the east line of the Southwest ¼ of the Northwest ¼ of Section 9 and a property line located approximatley 900 feet northwesterly therefrom.

A strip of land 100 feet in width which continues across the South 2/3 of the Southeast ¼ of the Northwest ¼ of Section 5.

A strip of land 99 feet in iwdth which continues across the North 1/3 of the Southeast ¼ of the Northwest ¼ and the West ½ of the Northwest ¼ of Section 5, Township 10 North, Range 17 East.

IN TOWNSHIP 11 NORTH, RANGE 17 EAST, DODGE COUNTY.

The 99 foot strip of land continues acorss the West ½ of Section 31, Township 11 North, Ragne 17 East. Except that land in the Southwest ¼ of the Northwest ¼ of Section 31.

IN TOWNSHIP 11 NORTH, RANGE 16 EAST, DODGE COUNTY.

The 99 foot strip of land continues across the East ½ of Section 36 and East ½ of the Southeast ¼ of Section 25, Townsip 11 North, Range 16 East. Except that land in the Northeast ¼ of the Southeast ¼ of Section 36.

A 100 foot strip of land which continues across the Northwest ¼ of the Southeast ¼ and Southwest ¼ of the Northeast ¼ of Section 25.

A 99 foot strip of land which continues across the Northwest ¼ of the Northeast ¼ and Northeast ¼ of the Northwest ¼ of Section 25, Southwest ¼ of Section 24, Southeast ¼ andNorth½ of Section 23, Southwest ¼ of Section 14 and Southeast ¼ of Section 15, Except that part of the 99 foot strip of land from the east line of the Northeast ¼ of the Northwest ¼ of Section 25 Northwesterly 715 feet to a-property line. Except that land in the Northwest ¼ of the Southwest ¼ of Section 24, Northeast ¼ of the Southeast ¼ and Northeast ¼ of the Northwest ¼ of Section 23, and theNorthwest ¼ of the Southwest ¼ of Section 14.

A 100 foot strip of land which continues across the North ½ of Section 15, Northeast ¼ of Section 16 and Southeast ¼ of Section 9.
of Section 15, and Northwest ¼ of the Northeast ¼ of Section 16.

A 99 foot strip of land which continues across the Southwest ¼ of Section 9, and East ½ of Section 8, Except that land in the East ½ of Section 8.

A 66 foot strip of land which continues across the Northwest ¼ of Section 8,

A 99 foot strip of land which extends across the Northeast ¼ of Section 7.

A 100 foot strip of land which extends across the Southeast ¼ of Section 6.

A 115 foot strip of land which extends across the Southeast ¼ of the Southwest ¼ of Section 6 together with Volume 170 of Deeds, Page 176 and Volume 170 of Deeds on Page 178.

A 99 foot strip of land which extends across the Southwest ¼ of the Southwest ¼ of Section 6 together with Volume 170 of Deeds, Page 177.

A 100 foot strip of land which extends across the Northwest ¼ of the Southwest ¼ of Township 11 North, RAnge 16 East.

IN TOWNSHIP 11 NOIRTH, RANGE 15 EAST DODGE COUNTY.

A 99 foot strip of land which extends across the South ½ of Section 1, Township 11 North, Range 15 East, to Milepost 140.27, said point is located in the west lineof said section 126.4 feet southerly of teh Northwest corner of the southwest one-quarter of said Section.

The pa-rcel contains 503.72 acres, more or less.

STATE OF WISCONSIN } ss.
Department of State

Received this 21st day of April A. D. 19 80 at 10 o'clock A.M. and recorded in Vol. 51 of R.R.M. on page 225-228

Vel Phillips
Secretary of State

EASEMENT DEED NO. 81764

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, A Delaware Corporation, for the consideration of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($1,400.00), grants a permanent easement for highway purposes and for no other use or purpose whatsoever, to THE CITY OF MANITOWOC, WISCONSIN, GRANTEE, over, upon, and across the following described real estate situated in the City of Manitowoc, County of Manitowoc, and the State of Wisconsin, to wit:

A parcel of land in the South Half of Section 19, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin described as follows: Commencing at a concrete corner marker at the Southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A. W. Buel's Subdivision, thence S 37°43'20" W (shown and recorded as S 39°W on the plat of A. W. Buel's Subdivision) 550.57 feet along the North line of Spring Street, thence S 52°16'44" E 60.00 feet, thence Southwesterly 311.12 feet along the arc of a curve having a radius of 429 feet southeasterly and a chord bearing S 16°56'29" W 304.35 feet, thence S 3°50'06"E 42.40 feet, thence Southwesterly 144.20 feet along the arc of a curve having a radius of 108.94 feet Northwesterly and a chord bearing S 34°05'05" W 133.90 feet, thence S 72°00'15"W 49 feet± to the North line of Chicago and North Western Transporation Company and the point of beginning, thence continues S 72°00'15" W 59.1 feet ± , thence 47.96 feet along the arc of a curve having a radius of 62.0 feet Southeasterly and a chord bearing S49°50'29"W 46.78 feet, thence 5.45 feet Southwesterly along the arc of a curve having a radius of 1187.0 feet Westerly and a- chord bearing S27°36'05" W 5.45 feet to the South right of way line of the Chicago and North Western Transportation Company, thence Westerly along said South right of way line to the West line of 21st Street according to the 21st Street Extension Plan No. 4991-0-08, thence Northeasterly 65 feet ± along the arc of a curve having a radius of 1113.0 feet Westerly and a chord bearing N 25°36'02" E 65 feet thence 49.27 feet Northwesterly along the arc of a curve having a radius of 37.0 feet Southwesterly and a chord bearing N 14°17'19"W 45.71 feet, thence N 52!26'12" W 91.62 feet, thence 44.2 feet ± Northwesterly along the arc of a curve having a radius of 144.57 feet Northeasterly and a chord bearing N 43°41'01" W 44 feet ± to the North right of way line of the Chicago and Northwestern Transportation Company, thence Easterly along said North right of way line to the point of beginning.

Grantor further grants unto Grantee an easement for slope grading purposes, and for no other use or purpose whatsoever, over, upon and across the following described real estate, to wit:

A parcel of land in the South Half of Section 19, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin described as follows: Commencing at a concrete corner marker at the Southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A. W. Buel's Subdivision, thence S 37°43'20" W (shown and recorded as S 39° W on the plat of A. W. Buel's Subdivision) 550.57 feet along the North line of Spring Street, thence S 52°16'44" E 60.00 feet, thence Southwesterly 311.12 feet along the arc of a curve having a radius of 429.00 feet Southeasterly and a chord bearing S 16°56'29" W 304.35 feet, thence S 3°50' 06" E 42.40 feet, thence Southwesterly 144.20 feet along the arc of a curve having a radius of 108.94 feet Northwesterly and a chord bearing S 34°05'05" W 133.90 feet, thence S 72°00'15" W 49.00 feet to the point of beginning, thence continues S 72°00'15" W 59.13 feet, thence 47.96 feet along the arc of a curve having a radius of 62.0 feet southeasterly and a chord bearing S 49°50'29" W, 46.78 feet, thence 5.45 feet southwesterly along the arc of a curve having a radius of 1187.0 feet westerly and a chord bearing S 27°36' 05" W 5.45 feet to the south right of way line of the Chicago and North Western Transportation Company, thence S 52°30'00" E 35.00 feet along said south right of way line, thence N37°30'00" E 53.51 feet, thence N 72°00'15" E 105.17 feet to the north right of way line of the Chicago and North Western Transportation Company, thence N 52°30' 00" W 24.26 feet to the point of beginning.

ALSO:

A parcel of land in the South Half of Section 19, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin described as follows: Commencing at a concrete corner marker at the

southeast corner of Lot 22, Plat of Resubdivision of part of Block 1 of A. W. Buel's Subdivision, thence S 37°43'20" W (shown and recorded as S 39° W on the plat of A.W. Buel's Subdivision) 550.57 feet along the north lineof Spring Street, thence S 52°16'44" E 60.00 feet, thence southwesterly 311.12 feet along the arc of a curve having a radius of 429.00 feet southeasterly and a chord bearing S 16°56'29" W 304.35 feet, thence S 3°50'06" E 42.40 feet, thence southwesterly 144.20 feet along the arc of a curve having a radius of 108.94 feet northwesterly and a chord bearing S 34°05'05" W 133.90 feet, thence S 72°00'15" W 108.13 feet, thence 47.96 feet along the arc of a curve having a radius of 62.0 feet southeasterly and a chord bearing S 49°50'29" W, thence 5.45 feet southwesterly along the arc of a curve having a radius of 1187.0 feet westerly and a chord bearing S 27°36'05" W to the south right of way lineof the Chicago and North Western Transportation Company, thence westerly along said south right of way line to the west line of 21st Street accroding to the 21st Street Extension Plan 4991-0-16, thence northeasterly 65 feet ± along the arc of a curve having a radius of 1113.0 feet westerly and a chord bearing N 25°36'02" E 65 feet ±, thence 15.1 feet ± northerly along the arc of a curve having a radius of 37.0 feet southwesterly and a chord bearing N 12°08'56" E 15 feet ± to the point of beginning, thence N 52°26'12" W 122 feet,thence 82.9 feet ± northwesterly along the arc of a curve having a radius of 159.57 feet northeasterly and a chord bearing N 37°32'53" W 82 feet ± to the north right of way line of the Chicago and North Western Transportation Company, thence easterly along said north right of way line to the southwesterly lineof the west ramp according to the 21st Street Extension Plan 4991-0-16, thence 44.2 feet ± southeasterly along the arc of a curve having a radius of 144.57 feet and a chord bearing S 43°41'01" E 44 feet ±, thence S 52°26'12" E 91.62 feet,thence 33.1 feet ± southerly along the arc of a curve having a radius of 37.0 feet southwesterly and a chord bearing S 26°48'53" E 32 feet ± to the point of beginning.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right ot 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 facilitites as it may at any time, and from time to time, desire within the limits of the real estate hereinabove described; and fu-rther, 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 the first instance in an 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 6th day of MARCH, 1980.

Signed, Sealed and Delivered in Presence of:

JANET S. PILLOW /s/
Janet S. Pillow

LAURA CULBERTSON /s/
Laura Culbertson

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By ROBERT W. MICKEY /s/
Vice President

(S E A L)

Attest DIANE KOHLER-RAUSCH /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 Diane Kohler-Rausch , 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 theuses 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 of MARCH , 1980.

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

(S E A L)

My commission Expires: NOVEMBER 8, 1980

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

STATE OF WISCONSIN
Department of State } ss.
Received this 21st day of May A. D. 19 80 at 10 o'clock a. M. and recorded in Vol. 51 of R R M on page 229-231
Vel Phillips
Secretary of State

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, 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 suppliementary thereto, and from all other liens and claims as provided in said Order No. 19, unto WAUKESHA COUNTY, WISCONSIN, 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 Grantee 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 as follows:

All those lands described in Volume 12 of Deeds on Page 461 and in Volume 12 of Deeds on Page 466, Waukesha County Records, that lie between the following described centerline of relocated CTH "F" and lines 50.00 feet easterly and westerly of said centerline as measured normal thereto. Said centerline is described as follows:

Commencing at the NE corner of Section 15, Town 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin; thence South 89°22'39" West 29.44 feet to the point of beginning of said centerline and a point of curve; thence southerly along the arc of a 0°30'00" curve 308.34 feet to a point, said curve having a center lying to the west, a radius of 11,459.16 feet, and a long chord bearing South 1°21'30" East 308.33 feet; thence South 0°35'15" East 1003.47 feet to a point that is the endpoint of said centerline.

Said parcel contains .189 acres more or less.

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 MAY 6, 1980,

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

By B. H. BOBBITT /s/
Asst. Vice President

WITNESS:

By G. G. GRUDNOWSKI /s/
For Trustee Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this MAY 6, 1980, 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 / s/
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1983

(S E A L)

STATE OF WISCONSIN } ss.
Department of State
Received this 21st. day of May A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M. on page 232-233
Vel Philips
Secretary of State

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.

*MAP IS ATTACHED TO FILING- COPY IN FOLDER.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN INC., a Delaware corporation, of 176 East Fifth Street, St. Paul, Minnesota 55101, successor in interest to Northern Pacific Railway Company, Grantor, for and in consideration of the sum of Five Hundred and no/100 Dollars ($500.00) to it paid by the STATEOF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, and the promises of theGrantee hereinafter specified, does hereby remise, release and quitclaim unto theGrantee, subject ot the terms and conditions hereinafter set forth, an EASEMENT, BOTH SURFACE AND AIR RIGHTS, for the construction and maintenance of highway to be located on an overhead highway structure designated as B-22-60, hereinafter called highway, and for no other purpose over, upon and across the following described premises, situated in Grant County, State of Wisconsin, to-wit:

A surface and air right easement for highway purposes only as long as so used, in and to the following described lands in Grant County, Wisconsin:

A parcel of land in Section 32, Township 1 North, Range 2 West, Government Lots 2 and 3 thereof, Said parcel includes all that land of the Grantor lying within a traverse described as follows:

Commencing at the East Quarter corner of said Section 32; thence South 0°04'54" West, 28.70 feet; thence North 88°13'59" West, 2,207.61 feet; thence North 1°46'01" East, 140.00 feet to the point of beginning of said traverse, said point being a point of curve of radius 5,779.58 feet (from said point the long chord bears South 26°45'19" West, 397.18 feet); thence Southwesterly along the arc of said curve to the right, 397.26 feet; thence North 88°13'59" West, 112.45 feet to a point of curve of radius 5,679.58 feet (from said point the long chord bears North 27°13'37" East, 397.72 feet); thence Northeasterly along the arc of said curve to the left, 398.80 feet; thence South 88°13'59" East, 108.82 feet to the point of beginning of said traverse.

Said parcel contains 0.92 of an acre, more or less.

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 surface of land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alternation of said highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional- dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, if any, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said highway purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor fo buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said highway on said premises.

5. This instrument is granted according to the terms and conditions of the certain Stipulation Agreement executed by Burlington Northern Inc. on March 12, 1979 and by the State of Wisconsin on March 16, 1979 and of that certain Construction and Maintenance Agreement dated September 10, 1979 by the Burlington Northern, Inc. and November 21, 1979 by the State of Wisconsin and any such other agreements as may be executed in the future concerning this highway at this crossing located covered by this easement, and made subject to the terms and conditions contained therein.

6. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the highway purpose, as aforesaid, then and in that event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of thepresent estate of said Grantor- without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed,

taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, to Grantee for public use and enjoyment for the purposes aforesaid and for no other purposes whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by its duly authorized officers. this 13th day of MAY, 19 80.

BURLINGTON NORTHERN INC.

By J. C. KENADY /s/
Vice President

ATTEST: (S E A L)

By D. K. NORTH /s/
Assistant Secretary

ACCEPTED:
STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES,

By H. L. FIEDLER /s/
Title: Administrator

STATE OF WISCONSIN
Department of State } ss.
Received this 2nd day of June A. D. 19 80 at 10 o'clock 9 A. M. and recorded in Vol. 51 of RPM on page 233-235
Secretary of State

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

Personally came before me this 13th day of MAY, A.D. 19 80, J. C. KENADY, Vice President, and D. K. NORTH, 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 Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(S E A L)

J. W. THAYER /s/
Notary Public

NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Nov. 17, 1985

This instrument was drafted by Steve E. Tusa, Asst. Manager, Title and Closing, Industrial Development and Property Management Department, Burlington Northern Inc., 176 East Fifth Street, St. Paul, Minnesota 55101.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN INC., a Delaware corporation, of 176 East Fifth Street, St. Paul, Minnesota 55101, successor in in-

terest to Northern Pacific Railway Company, Grantor, for and in consideration of the sum of One Thousand Four Hundred and no/100 Dollars ($1,400.00) to it paid by the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT, BOTH SURFACE AND AIR RIGHTS, for the construction and maintenance of highway to be located on an overhead highway structure designated as B-16-38, hereinafter called highway, and for no other purpose over, upon and across the following described premises, situated in Douglas County, State of Wisconsi-n, to-wit:

A surface and air right easement for highway purposes, only as long as so used, upon and across Grantor's land (as described in Vol. 75, Page 498-501, Douglas County Registry), where such lands are located within the boundary of USH 2 right of way. Said highway right of way is described as:

All that part of Gov't Lots 3 & 4, Section 16, T 49 N, R 14 W, bounded as follows:

Commencing at the center one-quarter corner of said Sec. 16; thence N 88°11'58" W 1159.99 feet; thence S 16°43'59" E 140.39 feet; thence S 73°16'01" W 190 feet to the point of beginning; thence N 16°12'47" W 505.25 feet to the point of curvature of a 3°43'40" Curve whose long chord bears N 54° 19'41" W; thence northwesterly along the arc of said curve 987.42 feet; thence N 17°16'01" E 200 feet; thence southeasterly along the arc of a 3°17'55" curve whose long chord bears S 54°19'41" E 1115.91 feet; thence S 32°59'36" E. 594.77 feet; thence S 73°16'01" W 360 feet to the point of beginning.

Said easement area contains 0.53 acre, more, or less,

No right of access shall accrue between the highway currently designated as USH 2 and remaining contiguous property of the Grantor.

RESERVING, however, unto the Grantor, the rigth 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 surface of land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the co-nstruction, maintenance, or future alteration of said highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction

of any and all right of way fences, telephone or telegraph poles, or other facilities, if any, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said highway purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other l-essees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the constructio-n and maintenance of said highway on said premises.

5. This instrument is granted according to the terms and conditions of that certain Stipulation Agreement executed by Burlington Northern Inc. on September 13, 1979 and by the State of Wisconsin on September 27, 1979 and of that certain Construction and Maintenance Agreement dated November 21, 1979 and any such other agreements as may be executed in the future concerning this highway at this crossing location covered by this easement, and made subject to the terms and conditions contained therein.

6. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the highway purpose, as afresaid, then and in that event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by its duly authorized officers. this 13th day of MAY, 19 80.

BURLINGTON NORTHERN INC.

By J. C. KENADY /s/
Vice President

ATTEST:
(S E A L)

By D. K. NORTH /s/
Assistant Secretary

ACCEPTED:
STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES,

BY H. L. FIEDLER /s/
Title: Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

Personally came before me this 13th day of MAY,
A.D. 19 80, J. C. KENADY, Vice President, and
D. K. NORTH, 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 Vice President and Assistant Secretary of said Corporation, and
acknowledged that they executed the foregoing instrument as such officers as the
deed of said corporation, by its authority.

(S E A L)

J.W. THAYER
NOTARY PBULIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Nov. 17, 1985

J. W. THAYER
Notary Public

STATE OF WISCONSIN } ss.
Department of State
Received this 2nd day of
June A. D. 19 80 at 12
o'clock 9 M. and recorded in Vol.
51 of RRM
on page 235-238
Secretary of State

This instrument was drafted by Steve E. Tusa, Asst. Manager, Title and Closing, Industrial Development and Property Management Department, Burlington North Inc., 176 East Fifth Street, St. Paul, Minnesota 55101.

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

STATEMENT OF RELEASE OF INTEREST
UNDER SECTION 195.199, 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 Sec. 195.199 Wis. Stats., as created by Chapter 29, Laws of 1977, in property identified by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company in its Notice No. 167, dated June 20, 1978, published in accordance with Bankruptcy Rule 8-509 (b), together with the attached plat dated May 12, 1978, as being in Section 32, Township 6 North, Range 18 East, Village of North Prairie, Waukesha County, State of Wisconsin.

Signed at Madison, Wisconsin, this 5th day of SEPTEMBER, 1978.

Witness by:

EDITH GOTH /s/

SUZANNE SAILING /s/

DALE CATTANACH, /s/
Dale Cattanach, Secretary
Wisconsin Department of Transporta-tion

On this 5th day of SEPTEMBER, 1978, before me, Dale Cattanach, 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 thepurposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

MYRTLE E. GALSE /s/
Notary Public
(S E A L)

My Commission Expires January 25, 1981

Drafted by: Dale Cattanach

QUITCLAIM DEED

Grantor, STANLEY E. G. HILLMAN, 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 FOUR THOUSAND DOLLARS ($4,000.00), 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 clains as provided in said Order No. 19, unto COLEY, INC., Box 153, North Prairie, Wisconsin 53153, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate situated and being in Village of North Prairie, Waukesha County, Wisconsin, to-wit:

All that part of the West Half of the Northwest Quarter Southwest Quarter of Section 32, Township 6 North, Range 18 East, and the part of Lot One (1), Block D of the Original Plat of the Village of North Prairie bounded and described as follows:

Beginning at a point in the West line of Harrison Streetin said Village of North Prairie that is 33 feet perpendicularly southeast of the centerline of Grantor's main track as now there laid and operated; thence southerly along the West line of said Harrison Street, 79 feet; thence southwesterly parallel to the centerline of said main track, 50 feet; thence northerly parallel to the West line of said Harrison Street, 50 feet; thence southwesterly parallel to ~~the center line of said main track, 50 feet; thence northerly parallel to the West line of said Harrison Street, 50 feet; thence southwesterly parallel to~~ the centerline of said main track 355 feet to a point; thence southwesterly along a straight line, 78.21 feet, more or less, to the point of intersection of the West line of said Lot One (1) in Block D, with a line parallel to and distant 33 feet southeasterly of, measured at right angles, the centerline of said main track; thence northeasterly along said parallel line 488 feet, more or less, to the point of beginning.

ALSO

All those portion of Lots Eight (8) and Nine (9), Block A, Gifford's Addition to North Priarie, according to the recorded plat thereof, more particularly described as follows:

Beginning at the point where the westerly line of said Lot Nine (9) intersects a line parallel to and distant 33 feet southeasterly of, measured at right angles, the centerline of saidmain track; thence northeasterly along said parallel line 323.5 feet to a point; thence southwesterly for a distance of 258 feet, more or less, to a point, along a straight line, which if extended would intersect the East line of Harrison Street, 29 feet South of thepoint of beginning; said point being 66 feet easterly of, measured at right angles, the West line of said Lots Nine (9) and Eight (8); thence southerly along a line parallel to the West line of said Lots Nine (9) and Eight (8) 140 feet, more or less, to a line intersecting at right angles the West line of said Lot Eight (8) at a point distant 121 feet South of thepoint of beginning; thence westerly along said last described line 66 feet to the west line of said Lot Eight (8); thence northerly along the West line of said Lots Eight (8) and Nine (9) 121 feet to the point of beginning.

Containing, in the aggregate, 0.54 acres of land, more or less, together with approx. 380 lineal feet of track thereon.

This conveyance is subject to all existing rights of way and

easements, licenses and permits, whether or not of reco-rd, and to all

exceptions and reservations of record; and the Grantor reserves to himself and his successors and assigns, all minerals of any nature whatsoever including, but not exclusively, coal, iron, natural gas and oil, which may be in or upon said described lands, together with the sole, exclusive and perpetual right to explore for and dispose of said minerals by any means or methods suitable to the Grantor and his successors and assigns.

IN WITNESS WHEREOF, this instrument is executed in the name of said Trustee and on his behalf by E. J. STOLL thereunto duly authorized this SEPTEMBER 1, 1978 .

STANLEY E. G. HILLMAN , not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor

By E. J. STOLL /s/
Vice President

WITNESS:

G. G. GRUDNOWSKI /s/
For said Trustee Assistant Secretary

STATE OF ILLINOIS)
)SS
COUNTY OF C O O K)

On SEPTEMBER 1, 1978 , before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. J. STOLL , 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.

(S E A L)

RAYMOND H. KEEGAN /s/
Notary Public
Notary Public, Cook County, Ill.
My Commission Expires Nov. 30, 1979

This document was prepared on behalf of Stanley E. G. Hillman, 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 WISCONSIN } ss.
Department of State
Received this 9th day of June A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of K R M on page 239/240
Secretary of State

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 Mortga-gor), 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 thepayment 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 APPLETON PAPERS, 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 City of Appleton, County of Outagamie, and the State of Wisconsin.

and escribed as follows, to wit:

That part of the Northwest Quarter of theNorthwest Quarter of Section 25, Township 21 North, Range 17 East of theFourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the Northerly extension of the East line of Meade STreet, as said street was established before relocation in 1964, and the center line of the main track of the Chicago and North Western Transportation Company, as said main track is now located; thence Northeasterly along said main track center line a distance of 411 feet; thence Northwesterly at right angles to the last described course a distance of 28 feet, more or less, to a point distant 8.5 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 312, as said spur track is now located, for thepoint of beginning of the parcel of land herein described; thence Southwesterly parallel with said spur track center line a distance of 440 feet, mor e or less, to a point on the Northeasterly line of Meade Street, as said street is now located: thence Northwesterly along saidNortheasterly line to a point distant 39 feet Northwesterly, 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 25; thence Northeasterly parallel with said original main track center line a distance of 445 feet, more or less, to a point on a line drawn at right angles to the center line of the main track of saidTransportation Company, as now located, through the point of beginning; thence Southeasterly along said last describedright angle line a distance of 11 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 3rd day of MARCH , A.D., Nineteen Hundred and Eighty.

(S E A L)

ATTEST:

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

By J. R. GRIMES /s/
Vice President

J. D. WALL /s/
Trust Officer

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

R. E. SCHUTEN /s/

R. C. KECH /s/

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, T. BRUNK a Notary Public, duly commissioned and qualified in and for theCounty and State aforesaid and residing therein, DO HEREBY CERTIFY that J. R. GRIMES and J. D. WALL 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 thewithin and foregoing instrument in writing, and knwon to me to be the identical persons whose names are subscribed to said instruemnt, 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 J. D. WALL resides IN ARLINGTON HTS., 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; and 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 3rd day of MARCH A.D., Nineteen Hundred and Eighty.

(S E A L)

T. BRUNK /s/
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, 400 West Madison Street, Chicago, Illinois 60606.

STATE OF WISCONSIN } ss.
Department of State
Received this 20th day of June A. D. 19 80 at 10 o'clock A.M. and recorded in Vol. 51 of R.R.M. on page 241-242
Secretary of State

Executed in 15 counterparts of which this is counterpart No. 13

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain Lease of Railroad Equipment dated April 15, 1965, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated April 15, 1965 creating an equipment trust designated "GREAT NORTERN RAILWAY SECOND DQUPMENT TRUST OF 1965", by and among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) adn Great Northern 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 North Inc.), hereinafter referred to as party of the second part, the railroad equpment described therein.

WHEREAS, said Lease, together with the related Agreement, was recorded with the Interstate Commerce Commission on April 21, 1965, ICC Recordation No. 3301, and certain items of railroad equpment were added to said Lease by Supplemental Lease of Equipment dated and recorded as follows:

Supplemental Lease dated September 5, 1968, recorded with the interstate Commerce Commission on September 13, 1968, ICC REcordation No. 3301-A.

Supplemental Lease dated May 3, 1971, recorded with the Interstate Commerce Commission on July 21, 1971, ICC Recordation No. 3301-B.

Supplemental Lease dated November 3, 1971, recorded with the Interstate Commerce Commission on December 10, 1971, ICC REcordation No. 3301-C.

Supplemental Lease dated October 19, 1972, reocrded with the Interestate Commerce Commission on November 6, 1972, ICC Recordation No. 3301-D

Supplemental Lease dated September 19, 1972, reocrded with Interstate Commerce Commission on November 6, 1972, ICC Recordation No. 3301-E.

Supplemental Lease dated October 15, 1974, recorded with the Interstae Commerce Commission December 13, 1974, ICC Recordation No. 3301-G.

Supplemental Agreement dated as of October 1, 1979, recorded with Interstate Commerce Commission October 29, 1979, ICC Recordation No. 7934-D.

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 convenanted to pay, the party of the first part would sell, assign and transfer, or cause to be sold, assigned and transferrred to the party of the second part, as its absolute property, all of the trust equpment 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 April 15, 1965, 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 Burli-ngton 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 reight, title and interest of said Trustee in and to the following railroad equipment descirbed 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:

No. of Units	Description of Equipment	Car Numbers
15	2500 H. P. Road Freight Locomotives	GN 2509-2523 (BN 5409-5423),
95	Box Cars	GN 138000 (BN 238400), 138001-138013, 138014 (BN 238414), 138015-138021, 138022 (BN 238422), 138023-138027, 138028 (BN 238428), 138029, 138030-138032 (BN 238430-238432), 138033-138034, 138035 (BN 238435), 138036-138050, 138052 (BN 238452), 138053-138056, 138057 (BN 238457), 138058-138060, 138061-138063 (BN 238461-238463), 138064, 138065 (BN 238465), 138066, 138068-138072, 138075, 138076 (BN 234476), 138077-138083, 138084 (BN 238484), 138085, 138086 (BN 238486), 138087, 138088 (BN 238489), 138089-138097, 138099
10	Flat Cars	GN 160130 (BN 620030), 160131-160137, 160138 (BN 620038), 160139
185	Covered Hopper Cars	171250-171251, 171253-171254, 171255 (BN 460005), 171256-171264, 171265 (BN 460015), 171266, 171268-171272, 171274-171277, 171279-171280 (BN 460029-460030), 171281-171285, 171287, 171289, 171290 (BN 460040), 171291-171292, 171293 (BN 460043), 171294, 171295 (BN 460045), 171296, 171297 (BN 460047), 171298-171299, 171300-171301, 171302 (BN 460052), 171303-171305, 171306 (BN 460056), 171307-171311, 171312-171313 (BN 460062-460063), 171314-171317, 171318 (BN 460068), 171320 (BN 460070), 171321-171322, 171323 (BN 460073), 171324-171325, 171327, 171328-171329, (BN 460078-460079), 171330-171331, 171332-171333 (BN 460082-460083), 171335-171342, 171344-171348, 171349 (BN 460099), 171350-171353, 171354 (BN 460104), 171355-171357, 171359-171360, 171361 (BN 460111), 171362-171379, 171380 (BN 460130), 171381-171393, 171394 (BN 460144), 171395-171396, 171397 (BN 460147), 171398, 171399 (BN 460149), 171400-171405, 171407-171410, 171411 (BN 460161), 171412, 171414-171415, 171416 (BN 460166), 171417-171422, 171423 (BN 460173), 171424-171425, (BN 460176-460177), 171428, 171430-171438, 171439 (BN 460189), 171440, 171442-171449,
1	Covered Hopper Car	71682 (BN 410023)
48	Wood Chip Cars	174000-174036, 174038, 174039 (BN 588789), 174040-174045, 174046 (BN 588796), 174048-174049,
2	Airslide Cars	413316, 413332,
1	Open Top Hopper Car	520608,
1	Covered Hopper Car	410386

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 it s corporate seal to be hereunto duly affixed and attested by its officers thereunto duly authorized this 10th day of JUNE 1980.

CITIBANK, N.A.

(S E A L)

By RALPH E. JOHNSON /s/
Senior Trust Officer

ATTEST:

/s/
Trust Officer

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

On this 10th day of JUNE , 1980, 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 instruemnt 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 instruemnt was the free act and deed of said corporation.

H. DOUGLAS HUNTER /s/
Notary Public, State of New York
No. 31-4707995
Qualified in New York County
Term expires March 30, 1981

(NOTARIAL SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 25th day of June A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 243-245
Secretary of State

DEED OF RELEASE

KNOW ALL MEN BY THESE PRESENTS, the THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United states of America (hereinafter referrred 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), recoreded in theoffice 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 aknowledged, does hereby RELEASE, REMISE, CONVEY and QUITCLAIM unto PHILIP C. CHRISTIANSEN and ROBERT L. CHRISTIANSEN----------

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 Vilas, and the State of Wisconson----------

and described as follows, to wit:

IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN

A strip of land 60 feet in width extending over and across: the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, and the North Half of the Southwest Quarter, of Section 1; the South Half of the Southwest Quarter, and the Southeast Quarter, of Section 2; the Southeast Quarter of the Southwest Quarter, and the South Half of the Southeast Quarter, of Section 3, said strip of land being 30 feet in width on each side of the center line of the main track (now removed) 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 over and across said Sections 1, 2, and 3.

ALSO: That part of the Southwest Quarter of the Southwest Quarter of said Section 3, and the Southeast Quarter of the Southeast Quarter of Section 4, lying Northerly of a line parallel with and distant 30 feet southerly, measured at right angles, from the center line of the main track (now removed) of said Transportation Company, as originally located and established.

ALSO: A strip of land 100 feet in width extending- over and across the Northwest Quarter of the Southwest Quarter of said Section 3, and the North Half of the Southeast Quarterof said Section 4, said strip of land being 50 feet in iwdth on each side of said original main track center line.

IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN

A strip of land 60 feet in width extending over and across: Government Lots 1 and 2 in Section 3; Government Lot 4, the Northwest Quarter of the Northeast Qaurter, and the North half of the Northwest Quarter, of Section 4; the Northeast Quarter of the Northeast Quarter of Section 6, said strip of land being 30 feet in width on each side of the center line of the main track (now removed) 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 over and across said Section 3, 4, 5, and 6.

ALSO: A strip of land 60 feet in width extending over and acorss that part of Government Lot 4 in Section 2 lying Northerly of a line drawn at right angles to the center line of the main track (now removed) of the Chicago and North Wester Transportation Company, at the end thereof, as said main track was located prior to its removal, and said strip of land being 30 feet in width on each side of the center line of the main track (now removed) of said Transportation Company as originally located and established over and across said Section 2.

ALSO: That part of Government Lot 2 in said Section 4 lying Northerly of a line parallel with and distant 50 feet Southerly, measured radially, from said orgiinal main track center line.

IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN

A strip of land 60 feet in width extending over and across: the South Half of the Southwest Quarter, and the So-theast Quarter, of Section 31; the North Half of the Southwest Quarter, and the Southeast Quarter, of Section 32; Government Lots 1 and 2, and the South Half of the Southwest Quarter, of Section 34; Goverment Lots 2 and 3, and the Southwest Quarter of the Southeast Quarter, of Section 35, said strip of land being 30 feet in width on each side of the center line of the main track (now removed) 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 over and across said Section 31, 32, 34, and 35.

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 V_ice President thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by a Trust Officer or by an Assistant Secretary this 13th day of JUNE , A.D., Nineteen Hud-red and Eighty.

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

By J. R. GRIMES /s/
Vice President

ATTEST:
(S E A L)

J. H. SCHMELTZER /s/
Trust Officer

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

R. E. SCHUTEN /s/

M. JENSEN /s/

TATE OF ILLINOIS)
)
COUNTY OF C O O K)

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 J. H. SCHMELTZER 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 the J. H. SCHMELTZER 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 su-ch officers they signed, sealed and delivered said instrument in behalf of said Association by authority of its By-Laws as the freem and voluntary act and eed fo 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 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 may hand affixed my official seal as such Notary Public, at Chicago, Illinois, this 13th day of JUNE A.D., Nineteen Hundred and Eighty.

T. BRUNK /s/
T. BRUNK NOTARY PUBLIC
In and for the County of Cook in the
State of Illinois

My Commission as such
Notary Public Expires: SEP 17, 1983 (S E A L)

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

STATE OF WISCONSIN } ss.
Department of State
Received this 1st day of July A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 245-247
Fel Bublitz
Secretary of State

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN INC., a Delaware corporation, of 176 East Fifth Street, St. Paul, Minnesota 55101, successor in interest to Northern Pacific Railway Company, Grantor, for and in consideration of the sum of One and no/100 Dollar ($1.00) and other good and valuable consideration to it paid by the STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT, BOTH SURFACE AND AIR RIGHTS, for the constructions and maintenance of highway to be lecoated on an overhead highway structure designated as Belknap Street Viaduct Structure B-16-44 and approaches thereto, hereinafter called highway, and for no other purpose over, upon and across the following described premises, situated in Douglas County, State of Wisconsin, to-wit:

A surface and air right 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 Douglas County, Wisconsin, described as:

All that part of a strip of parcel of land in the SW1/4 - SE1/4 and SE1/4 - SW1/4, Section 15, and NW1/4 - NE1/4, NE 1/4- NW1/4 and NW1/4 - NW1/4, Section 22, all being in Township 49 North, Range 14 West, and more particularly described as follows:

Commencing at the Southwest Corner of Section 15, Township 49 North, Range 14 West; thence South 88° 17' 07" East, 1,151.70 feet; thence South 1° 51' 03" West, 52.61 feet; thence South 88°08' 53" East, 29.15 feet; thence South 28° 02' 28" East, 113.74 feet to the place of beginning; thence South 6° 09' 04" East, 10.07 feet; thence South 90°00' 00" East, 1, 002.50 feet to the point of curvature of a 2° 12' 24" curve concave to the Northwest with a long chord bearing South 86° 07' 20" West, 351.19 feet; thence Along the arc of said 2° 12' 24" curve, 351.45 feet; thence North 82° 14' 41" East, 37.04 feet to the point of curvature of a 2° 17' 42" curve concave to the Southeast with a long chord bearing South 82° 39' 01" West, 35.36 feet; thence along the arc of said 2° 17' 42" curve, 35.36 feet; thence north 1° 48' 04" East, 101.13 feet to the point of curvature of a 2° 12' 24" curve concave to the Southeast with a long chord bearing South 82° 49' 12" West, 52.16 feet; thence along the arc of said 2° 12' 24" curve, 52.16 feet; thence South 82° 14' 41" West, 37.04 feet to the point of curvature of a 2° 17' 42" curve concave to the Northwest with a long chord bearing South 86° 07' 20" West, 337.67 feet; thence along the arc of said 2° 17' 42" curve, 337.91 feet; thence North 90° 00' 00" West, 1,051.1 feet; thence South 28° 02' 28" East, 101.96 feet to the point of beginning.

Said easement area contains 2.72 acres, more or less.

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 surface of land herinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway purposes,

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lienes, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, if any, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said highway purposes.

4. The grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said highway on said premises.

5. This instrument is granted according to the terms and conditions to that certain Stipulation Agreement executed by Burlington Northern Inc. on June 15, 1979 and by the State of Wisconsin on June 27, 1979 and of the certain Construction and Maintenance AGreeement dated July 19, 1979 and any such other agreements as may be executed in the future concerning this highway at this crossing location covered by this easement, and made subject to the terms and conditions contained therein.

6 If said described premises, or any part thereof, shall at any time cease to be used by said grantee, or by the public, for the highway purpose, as aforesaid, then and in that event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with allthe hereditaments and appurtenances thereunto belonging, to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by its duly authorized officers this 24th day of JUNE, 19 80 .

BURLINGTON NORTHERN INC.

By J. C. KENADY /s/
Vice President

(SEAL)

ATTEST:

BY F. A. DEMING /s/
Assistant Secretary

ACCEPTED:
STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES,

By H. L. FIEDLER /s/ JUNE 6, 1980
Title: ADMINISTRATOR

STATE OF MINNNESOTA)
)
COUNTY OF RAMSEY)

Personally came before me this 24th day of JUNE A.D., 19 80 , J. C. KENADY , Vice president, and F. A. DEMING , 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 Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL)

J. W. THAYER /s/
Notary Public.

This instrument was drafted by Steve E. Tusa, Asst. Manager, Title and Closing, Industrial Development and Property Management Departme--, Burlington Northern Inc., 176 East Fifth Street St. Paul, Minnesota 55101.

STATE OF WISCONSIN
Department of State } ss.
Received this 11th day of July A. D. 19 80 at 10 o'clock A.M. and recorded in Vol. 51 of R R M on page ~~Number~~ 249-250
Secretary of State

EASEMENT

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the propertyof Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, 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, al 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 Sheboygan County, Wisconsin, to-wit:

All that part of the SE1/4 - SE1/4 Section 27, Township 13 North, Range 21 East, described as follows:

Commencing at the southeast corner of said section 27; thence along the east section line N0°00'21" W 860.43 feet to a point on a 2546.48 foot radius curve to the left, the radius at said point bears N 8°43'48" W; thence westerly along said curve 95.65 feet to the easterly line of Grantor's lands and the point of beginning; thence along said easterly line S 21°41'17" W 237.97 feet; thence N 68°18'43" W 66.00 feet; thence along the westerly line of Grantor's lands N 21°41'17" E 358.85 feet; thence S 77°26'09" E 66.85 feet; thence along the easterly line of Grantor's lands S 21°41' 17" W 131.48 feet to the point of beginning.

Said parcel contains 0.55 acres, more or less.

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 interefere 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 adverse to Grantor's title. Upon abandonment of the use of said lands for thepurposes 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 JUNE 6, 1980 .

RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee,1 t. Paul and Pacific Railroad Company, Debtor

By B. H. BOBBITT /s/
Assist.Vice President

WITNESS:

By G. G. GRUDNOWSKI /s/
For Trustee Secretary

This document was prepared on behalf of Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwauk-e, 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)
) SS
COUNTY OF C O O K)

On this JUNE 6 , 1980 , 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 /s/
Notary Public, Cook County , Ill
My Commission Expires Nov. 30, 1983

(SEAL)

STATE OF WISCONSIN } ss.
Department of State
Received this 21st day of July A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 250-252
Vel Phillips
Secretary of State

THIS INDENTURE, made this 2nd day of JULY , 1980, between SOO LINE RAILROAD COMPANY, a Minnesota Corporation, hereinafter called "Grantor", and the STATE OF WISCONSIN, DEPARTMENTOF TRANSPORTATION, DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES, hereinafter called "Grantee";

WITNESSETH, that the Grantor, in consideration of Seven Hundred and No/100 Dollars ($700.00), the receipt whereof is hereby acknowledged, does hereby grant unto said Grantee an easement for highway purposes only as long as so used upon and across lands owned by said Grntor at the following described location in Kenosha County, Wisconsin, to-wit:

A parcel of land in the north one-half of the southeast one-quarter of Section 1; Twonship 1 North, Range 19 East which begins on the westerly property line of the Soo Line Railroad Company at a point 1020.37 feet N 87° 41' 25" E and 629.75 feet S 42° 50' 45" E of the northwest corner of said southeast one-quarter (as measured along and from the north line of said southeast one-quarter); thence S 42° 50' 45" E 432.62 feet along the westerly line of said railroad company; thence S 75° 30' 38" E 185.28 feet; thence N 42° 50' 45" W 464.95 feet along the easterly lineof said railroad company; thence N 81° 48' 42" W 159.02 feet to the point of beginning.

Said parcel contains 1.04 acres, more or less, of which 0.28 acre is situated within the limits of the existing right of way.

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

The grant shall be binding upon the Grantor and the Grantee and their successors and assigns.

IN WITNESS WHEREOF, said Grantor has caused thses presents to be executed by its proper officers there-nto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

In the Presence of:

R. D. SWANELL /s/

J. A. DOERING /s/

SOO LINE RAILROAD COMPANY

By THOMAS M. BECKLEY /s/
Its President

ATTEST:

By ARLENE R. HOLMES /s/
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 2nd day of JULY , 1980, 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 and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed forsaid corporation by its authority.

SANDRA L. BIEGANEK /s/

(SEAL)

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, MN 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 22nd day of July A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 252-253
Vel Phillips
Secretary of State

THIS INDENTURE, made this 1st day of AUGUST , 1980, between SOO LINE RAILROAD COMPANY, a Minnesota Corporation, hereinafter called "Grantor", and the CITY OF RICE LAKE, BARRON COUNTY, WISCONSIN, hereinafter called "Grantee";

WITNESSETH, that the Grantor, in consideration of Seven Hundred Seventy and No/100 Dollars ($770.00), the receipt whereof is hereby acknowledged, does hereby grant unto said Grantee an easement for highway purposes only as long as so used upon and across lands owned by said Grantor at the following described location in Barron County, Wisconsin, to-wit:

A parcel of land in Section 33, Township 35 North, RAnge 11 West presently laid out and used as railroad right of way by the Soo Line Railroad Company, 75 feet in width and lying in the southerly 95 feet of the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) and in the northerly 45 feet of the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of said Section 33 and being 50 feet in width on the westerly side and 25 feet in width on the easterly side of the Soo Line Railroad Company track centerlin, said track centerline being located approximately 775 feet N 89°47'00"W of the center of said Section 33.

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

The grant shall be binding upon the Grantor and the Grantee and their successors and assigns.

IN WITNESS WHEREOF, said Grantor 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:

A. M. BURCH /s/
A. M. BURCH

LOWELL J. CALLIES /s/
Lowell J. Callies

SOO LINE RAILROAD COMPANY

By D. M. CAVANAUGH /s/
Its VICE PRESIDENT - OPERATIONS

ATTEST:

By ARLENE R. HOLMES /s/
Its Secretary

(SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 1st day AUGUST , 1980,
D. M. CAVANAUGH , Vice President - Operations, 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 Vice President - Operations and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed fo said corporation by its authority.

SANDRA L. BIEGANEK /s/

Sandra L. Bieganek - Berge
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 3, 1985

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, MN 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 9th day of September A. D. 19 80 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 253-254
Secretary of State

UCC FINANCING STATEMENT
SOO LINE RAILROAD COMPANY

In Lublin, Taylor County, Wisconsin, described as follows:

Soo Line Railroad Company Right of Way and Station Grounds; in the Southwest Quarter of the Southeast Quarter and in the Southeast Quarter of the Southeast Quarter of Section 15, Township 30 North, Range 3 West.
(Lying Southwest of Tracks, on Railroad Avenue)

STATE OF WISCONSIN } ss.
Department of State
Received this 13th day of August A. D. 19 80 at 8 o'clock a. M. and recorded in Vol. 51 of RRM on page 254
FILING #75 Secretary of State

UCC FINANCING STATEMENT
SOO LINE RAILROAD COMPANY

In Sheldon, Rusk County, Wisconsin, described as follows:

Soo Line Railroad Company right of way and Station Grounds; in the Northeast Quarter of the Southwest Quarter, Section 26, Township 33 North, Range 5 West. (On Railroad Street adjacent to Blocks 1 and 6)

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of September A. D. 19 80 at 8 o'clock a. M. and recorded in Vol. 51 of RRM on page 254
FILING #76 Secretary of State

UCC FINANCING STATEMENT
Chicago and North Western Transportation Company

In Juneau, Dodge Co., Wisc., described as follows:

Chicago and North Western Transportation Company right of way and Station Grounds; in the Northwest and the Northeast Quarter of the Southwest Quarter, and in the Southwest Quarter of the Southwest Quarter of Section 22, Township 11 North, Range 15 East.
(Lying directly adjacent East and West of tracks, bounded by Center St. on North and Oak Grove-Hustisford Street on the South.)

STATE OF WISCONSIN } ss.
Department of State
Received this 18th day of August A. D. 19 80 at 8 o'clock a. M. and recorded in Vol. 51 of RRM on page 254
Secretary of State

UCC FINANCING STATEMENT
Chicago, Milwaukee, St. Paul and Pacific Railroad Company

In Beaver Dam, Dodge Co., Wisconsin, described as follows:

Chicago, Milwaukee,St. Paul and Pacific Railroad Company right of way and Station Grounds; in the Northwest Quarter of the Southwest Quarter of Section 4, Township 11 North, Range 14 East. (Lying between South Street and Center Street; Easterly of ~~1st Street~~ extended South.)

STATE OF WISCONSIN } ss.
Department of State
Received this 18th day of August A. D. 19 80 at 8 o'clock a. M. and recorded in Vol. 51 of RRM on page 255
Filing #79 Secretary of State

Executed in 560 Counterparts
of which this is No. 382

BURLINGTON NORTHERN INC.
TO
CITIBANK, N.A.,
TRUSTEE.

SUPPLEMENTAL INDENTURE (NO.18)

Dated as of July 1, 1980

TO

GREAT NORTHERN RIALWAY COMPANY
GENERAL GOLD BOND MORTGAGE

Dated January 1, 1921

Providing for Issuance of General Mortgage Bonds, Series X.

SUPPLEMENTAL INDENTURE, dated as of the 1st day of July, 1980, by and between BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), party of the first part, and CITIBANK, N.A. (successor by merger to The First National Bank of New York), a national banking association duly organized and existing under the laws of the United States of America (hereinafter sometimes called the "Trustee"), party of the second part.

Great Northern Railway Company has heretofore made, executed and delivered to The First National Bank of the City of New York, as Trustee, its General Gold Bond Mortgage (hereinafter called the "Original Indenture") dated January 1, 1921, and supplements thereto dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two suppleme--s dated as of January 1, 1946, as of July 2, 1953 and as of September 1, 1954, under which General Mortgage Bonds of several series are outstanding. By further supplement dated as of March 2, 1970, the Company, in accordance with the provisions of Section 2 of Article Fifteen of the Original Indenture, has succeded to, and been substituted for, Great Northern RAilway Company, with the same effect as if it had been named in the Original Indenture as the party of the first part thereto; and by a second supplement dated as of March 2, 1970, the Company subjected to the lien of the Original Indenture, as theretofore supplemented and modified, property acquired by the Company by reason of the merger of Chicago, Burlington & Quincy Railroad Company into the Company and described the mortgage which was a lien on such property and the amount of bonds secured thereby. By further supplements dated respectively as of July 1, 1970, as of January 1, 1971, as of January 1, 1974, as of July 1, 1975 and as of January 1, 1978, the Company authorized additional series of General Mortgage Bonds (the Original Indenture as heretofore supplemented and modified being hereinafter sometimes called the "Mortgage").

The Company has by proper corporate action authorized the issuance under and pursuant to the terms of teh Mortgage as supplemtned and modified by this Supplemental Indenture of $80,135,000 prinicpal amount of its General Mortgage Bonds, Series X (said Bonds being hereinafter sometimes referred to as the "Series X Bonds").

The Company desires by this Supplemental Indenture to make provision with respect to the continuance of certain limitations, as more specifically hereinafter set forth, upon the right of the Company to issue bonds under the Mortgage, and to make other provisions with respect to the Series X Bonds.

The forms of the Series X Bonds in registered form and of the Trustee's certificate to be endorsed on the Series X Bonds are to be severally and respectively substantially as follows:

(FORM OF REGISTERED BOND)

No. $

BURLINGTON NORTHERN INC.

GENERAL MORTGAGE 12 7/8% BOND, SERIES X
DUE JANUARY 1, 2010

Burlington Northern Inc., a Deleaware corporation (hereinafter called the "Railway Company"), for value received, hereby promises to pay to or registered assigns, on the first day of January, 2010, at the office or agency of the Railway Company in the Borough of Manhattan, The City of New York, State of New York, Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon from July 1 or January 1, as the case may be, next preceding the date hereof (unless this bond be dated July 1 or January 1, and in that event from the date of this bond), at the rate of 12 7/8% per annum, until said principal sum shall be paid, at said office or agency, in like coin or currency, semi-annually on the first day of January and the first day of July in each year.

This bond is one of the General Mortgage Bonds (coupon or registered) of the Railway Company issued and to be issued in one or more series under and pursuant to and equally secured by an indenture dated January 1, 1921, executed by the Railway Company to The First National Bank of the City of New York, Trustee (Citibank, N.A. being successor Trustee by merger), (hereinafter called the "indenture"), conveying all the property and franchises of the Railway Company mentioned in said indenture, and Supplemental Indentures dated respectively March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953, as of September 1, 1954, two supplemetns dated as of March 2, 1970, as of July 1, 1970, as of January 1, 1971, as of January 1, 1974, as of July 1, 1975, as of January 1, 1978 and as of July 1, 1980 providing for the issuance of General Mortgage Bonds, Series X, to which reference is hereby made for a statement of the property and franchises mortgaged, conveyed, pledged or assigned, the nature and extent of the security, and the rights of the holders of said bonds and of the said Trustee in respect to such security.

The authorized issue of bonds under said indenture is limited to an amount which, together with all then outstanding prior debt of the Railway Company or of a successor corporation as defined in said indenture, after deducting therefrom the amount of all bonds then reserved under the provisions of said indenture to retire prior debt at or before maturity, shall not exceed three times the par value (which, as provided in said Supplemental Indenture dated March 19, 1936, shall in respect of shares without par value, be deemed the stated value) of the then outhstanding, fully paid capital stock of the Railway Compan- or of a successor corporation.

The Series X Bonds are redeemable at the option of the Railway Company as a whole or in part on any interest payment date subsequent to July 1, 1980 upon publication of notice thereof in two newspapers of general circulation in the Borough of Manhattan, The City of New York, at least twice a week for nine successive weeks next preceding such interest payment date, and in the manner and otherwise as provided in said indenture, at the principal amount thereof, together with accrued interest to the date designated for redemption.

In case of certain defaults specified in said indenture, the prinicpal of this bond and all of the bonds issued under said indenture may be declared and may become due and payable in the manner and with the effect provided in said indenture.

This bond is transferable by the registered holder hereof in person or by attorney duly authorized in writing, either at the office of the Railway Company in the City of St. Paul, State of Minnesota, or at its office or agency in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, and thereupon a new registered bond, without coupons, of the same series will be issued to the transferee in exchange therefor as provided in said indenture. This bond also, in the manner prescribed in said indenture, is exchangeable for coupon bonds of the same series for the same aggregate principal amount and bearing all unmatured coupons. For such transfer or exchange a charge may be made, as provided in said indenture.

No recourse shall be had for thepayment of the principal of or the interest upon this bond, or for any claim based hereon, or otherwise in respect hereof or of said indenture and supplements, against any incorporator, stockholder, officer or director, past, present or future, of the Railway Company o of any successor corporation, whether by virtue of any

constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance hereof, and as part of the consideration of the issue hereof, expressly released as provided in said indenture.

Theis bond shall not become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by Citibank, N.A., as Trustee or its successor in trust under said indenture.

IN WITNESS WHEREOF BURLINGTON NORTHERN INC. has caused this bond to be signed by its Chairman of the Board, its President and Chief ExecutiveOfficer or a Vice President, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or an Assistant Secretary, the day of , 19 .

BURLINGTON NORTHERN INC.

By _____
Vice President

ATTEST:

_____
Assistant Secretary

(FORM OF TRUSTEE'S CERTIFICATE)

This Bond is one of the bonds described in the within mentioned indenture, and Supplemental Indenture dated as of July 1, 1980.

CITIBANK, N.A., as Trustee

BY _____
Authorized Officer

The forms of the Series X Bonds in coupon form and of the coupons to be attached thereto are to be severally and respectively substantially the same as the forms set forth in the Original Indenture, the text of the Series X Bonds in coupon form to be substantially the same as that of the Series X Bonds in registered form with omissions, insertiions and variations appropriate to coupon bonds.

All things necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

NOW THEREFOR, in consideration of the premises and the sum of Ten Dollars ($10) paid by the Trustee to the Railway Company, receipt whereof is hereby acknowledged, the parties hereto do hereby agree for the common and equal use, benefit and security of all and singular the person or persons, firm or firms, body or bodies politic and corporate who shall from time to time be bearers or registered holders of the Series X Bonds or bearers of any of the coupons thereto appertaining as their respective interests may appear, as follows:

ARTICLE ONE

ISSUANCE OF SERIES X BONDS

The Series X Bonds, substantially in the forms hereinbefore descirbed, shall be issued and authenticated under and in accordancewith the provisions of the Mortgage in principal amounts at any one time outstanding, except as otherwise provided in Section 6 of Article Two of the Mortgage, of not to exceed $80,135,000. The Series X Bonds will mature January 1, 2010, and will bear interest at the rate of 12 7/8% per annum payable January 1 and July 1 in each year until the principal sum is paid and if in coupon form will be dated July 1, 1980. The Series X Bonds will be issuable in coupon form in the denominations of $1,000, $500 and $100, and will be registrable as to principal, and will be issuable in fully registered form in denominations of $1,000 and any multiples of $1,000, and in fully registered form will, as provided in the Mortgage, respectively be dated the day of issue and will bear interest fromthe date thereof if the same be an interest date and if the date thereof be not an interest date, said Bonds in fully registered form will bear interest from the last preceding interest date.

ARTICLE TWO

REDEMPTION OF SERIES X BONDS

The Series X Bonds will be redeemable at the option of the Company in whole or from time to time in any part thereof on any interest payment date subsequent to July 1, 1980 and prior to the maturity thereof at the principal amount thereof plus accrued interest to the designated date of redemption, in the manner and otherwise as provided in Article Four of the Mortgage.

ARTICLE THREE

CONTINUATION OF LIMITATION UPON THE ISSURANCE OF BONDS

The Company convenatnts that the covenants contained in ARticle Four.

of the Supplemental Indenture dated as of July 1, 1944 to the Mortgage, as modified by Article Four of the Supplemental Indenture dated as of July 1, 1945 to the Mortgage, by Article Four of each of two Supplemental Indentures dated as of January 1, 1946, by Article Three of the Supplemental Indenture dated as of July 1, 1970, by Article Three of the Supplemental Indenture dated as of January 1, 1971, by ARticle Three of the Supplemental indenture dated as of January 1, 1974, by Article Three of the Supplemental Indenture dated as of July 1, 1975 and by Article Three of the Supplemental Indenture dated as of January 1, 1978 to the Mortgage, shall be continued in full force and effect but without otherwise extending their scope, until all of the Series X Bonds shall have been paid or retired in full, or adequate provision satisfactory to the Trustee shall have been made for their payment and to this end the provision contained in Article Four of said Supplemental Indenture dated as of July 1, 1944, modified as aforesaid, to the effect that at such time as all of the Company's General Mortgage Gold Bonds, Series K, L, M, N, O, P, Q, R, S, T, U, V and W shall have been paid or retired in full or adequate provision satisfactory to the Trustee shall have been made for their payment, said covenants shall become null and void and of no further effect, shall be deemed to be by this Supplemental Indenture appropriately modified.

ARTICLE FOUR

CONCERNING THE TRUSTEE

The Trustee hereby accepts the trust herein declared and provided and agrees to perform the same upon the terms and conditions in the Mortgage set forth and upon the following terms and conditions.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. The Trustee shall be under no obligation to see to the filing, registration or recording of this Supplemental Indenture or to the refiling, reregistration or rerecording hereof but the Company covenants to effect, when and as may be required by law in order to protect the rights hereunder of the holders of the Series X Bonds, the filing, registration or recording and the refiling, reregistration or rerecording hereof. The Trustee may authenticate and deliver any of the Series X Bonds herein provided for without waiting for any such filing, registration, recording or refiling, reregistration or rerecording. In general, each and every term and condition contained in Article Twelve of the Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE FIVE

EXECUTION IN COUNTERPARTS

This Supplemental Indenture may be executed simultaneously in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

ARTICLE SIX

CONSTRUED WITH MORTGAGE

This is a Supplemental Indenture to the Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Mortgage and each of the covenants and obligations of the Company herein contained shall be, except as herein otherwise provided, subject to the provision of the Mortgage.

IN WITNESS WHEREOF, BURLINGTON NORTHERN INC., the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or President and Chief Executive Officer or one of its Vice Presidents, and its corporate seal to be hereunto affixed and the same to be attested by its Secretary or an Assistant Secretary; and CITIBANK, N.A., the party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by one of its Senior Trust Officers, and its corporate seal to be hereunto affixed and the same to be attested by one of its Trust Officers, all as of the day and year first above written.

(CORPORATE SEAL)

BURLINGTON NORTHERN INC.

By R. C. BURTON, JR. /s/
Vice President

ATTEST:

G. F. STEINHIBEL /s/
Assistant Secretary

(CORPORATE SEAL)

CITIBANK, N.A.,
as Trustee as aforesaid

By RALPH E. JOHNSON /s/
Senior Trust Officer

ATTEST:

THERESA HUGHES /s/
Trust Officer

Signed, Sealed and acknowledged by all parties in the presence of:

E. J. JAWORSKI /s/

F. GALLAGHER /s/
Attesting Witnesses

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

On this 15th day of August in the year 1980 before me personally came and appeared R. C. Burton, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 111 Kellogg Square, St. Paul, Minnesota; that he is the Vice President and Treasurer of Burlington Northern Inc., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of ~~said corporation~~ by like order.

(NOTARIAL SEAL)

H. DOUGLAS HUNTER /s/
H. Douglas Hunter
Notary Public, State of New York
No. 31-4707995
Qualified in New York County
Term Expires March 30, 1981

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

On this 15th day of Sugust in the year 1980 before me personally came and appeared Ralph E. Johnson to me known, who, being by me duly sworn, did depose and say on oath that he resides at 60 Gramercy Park, New York, New York; that he is a Senior Trust Officer of Citibank, N.A., one of the Corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority.

(NOTARIAL SEAL)

ENZO L. CARBOCCI /s/
Enzo L. Carbocci
Notary Public, Sate of New York
No. 43-5605595
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1982

STATE OF WISCONSIN } ss.
Department of State
Filed this 12th day of
September A. D. 19 80 at 2:00
o'clock P. M. and recorded in Vol.
51 of RRM
on page 255-259
Vel Phillips
Secretary of State

Executed in 560 Counterparts
of which this is No. 430

BURLINGTON NORTHERN INC.
TO
MORGAN GUARANTY TRUST COMPANY
OF NEW YORK
AND
BARTLETT FORD
(Successor to Jacob M. Ford II),
TRUSTEES

NINTH SUPPLEMENTAL INDENTURE
Dated as of August 1, 1980
TO
BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE
DATED March 2, 1970

Creating Consolidated Mortgage 12 7/8 % Bonds, Series G, Due 2005 and Adding Trust Indenture Act Provisions

THIS NINTH SUPPLEMENTAL INDENTURE, dated as of August 1, 1980, by and between BURLINGTON NORTHERN INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Company", party of the first part and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company, and BARTLETT FORD, of St. Joseph, Missouri, successor to Jacob M. Ford II, as Trustees, parties of the second part, hereinafter called, when referred to jointly, the "Trustees" and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively;

WHEREAS, the Company and the Trustees have heretofore executed and delivered a Consolidated Mortgage dated March 2, 1970 (hereinafter called the "Original Mortgage") and supplemental indentures thereto dated respectively as of March 2, 1970, July 1, 1970, April 15, 1971, December 20, 1971, May 23, 1972, January 15, 1974, July 1, 1975, June 15, 1978 and March 1, 1979, under which Consolidated Mortgage Bonds of several series are outstanding (the Original Mortgage as heretofore supplemented and modified being hereinafter called the "Indenture"); and

WHEREAS, the Company has by proper corporate action authorized the issuance and sale of an additional series of Bonds under the Indenture to be known as "Consolidated Mortgage 12⅞% Bonds, Series G, Due 2005", hereinafter called the "Bonds of Series G", in the principal amount of $125,000,000; and

WHEREAS, the Company desires by this Ninth Supplemental Indenture to evidence the terms and provisions, including redemption and sinking fund provisions, as determined by its Board of Directors, of the Bonds of Series G, all as more fully set forth herein; and

WHEREAS, the Company desires to qualify the Indenture under the Trust Indenture Act of 1939, as amended, and to modify and add to the Indenture provisions required to be included therein for the purposes of such qualification; and

WHEREAS, all acts and things prescribed by law, by the Restated Certificate of Incorporation and By-Laws of the Company and by the Indenture have been duly performed and complied with to make this Ninth Supplemental Indenture and the Bonds of Series G, when duly executed, authenticated (in the case of such Bonds) and delivered, valid, binding and legal instruments in accordance with their respective terms:

NOW, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH:

That for and in consideration of the premises, and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America duly paid by the Trustees to the Company at the time of delivery of this Ninth Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Ninth Supplemental Indenture and, for the same purposes as the original property described in or otherwise covered by the Indenture, has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does mortgage, pledge, grant, give, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustees, and to their successor or successors in the trust and their assigns $80,135,000 principal amount of General Mortgage 12⅞% Bonds, Series X, Due January 1, 2010, issued under and pursuant to the Great Northern Railway Company's General Gold Bond Mortgage, dated January 1, 1921, as supplemented and amended.

TO HAVE AND TO HOLD the property hereby conveyed, as a part of the "trust estate" under the Indenture, unto the Trustees, their successor or successors in trust and their assigns, forever;

SUBJECT, HOWEVER, to Excepted Encumbrances.

BUT IN TRUST NEVERTHELESS for the equal and proportionate benefit and security of all of the present and future holders of the Bonds (as defined in the Indenture) and of any coupons appurtenant thereto, and for the enforcement of the payment of the principal of the Bonds and the premium, if any, and interest thereon, as and when payable, and the performance of and compliance with the covenants and conditions of the Indenture and this Ninth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise of any Bond over any other Bond of the same or any other series by reason of priority in the issue or negotiation or maturity thereof or otherwise, so that each and every Bond shall have the same right, lien and privilege under the Indenture and this Ninth Supplemental Indenture, and the principal of, premium, if any, and interest payable on every such Bond shall be equally and ratably secured hereby, as if all such Bonds at any time outstanding had been executed, delivered and negotiated simultaneously with the execution and delivery of this Ninth Supplemental Indenture.

AND THIS NINTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH:

That the Company covenants and agrees with the Trustees and with the respective holders from time to time of the Bonds and coupons issued and to be issued under the Indenture as follows:

ARTICLE I

CREATION OF BONDS OF SERIES G

SECTION 1.01. There is hereby created a seventh series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 12⅞% Bonds, Series G, Due 2005. The Bonds of Series G shall

(1) be dated the date of authentication;

(2) mature on August 1, 2005;

(3) bear interest at the rate of 12⅞% per annum, payable semi-annually on February 1 and August 1 of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment Date next preceding the date of authentication thereof until payment of the principal amount thereof has been made or duly provided for except that: (a) any Bond of Series G authenticated before February 1, 1981 shall bear interest from August 1, 1980 unless clause (c) below is applicable; (b) if the Company shall default or be in default in the payment of interest upon Bonds of Series G, such Bonds of Series G shall bear interest from the date of the beginning of the period for which interest is so in default; and (c) so long as there is no existing default in the payment of interest on the Bonds of Series G, any Bond of Series G authenticated after the close of business on any Record Date, as hereinafter defined, with respect to any Interest Payment Date and on or prior to such Interest Payment Date shall bear interest from such Interest Payment Date;

(4) be payable as to principal, premium, if any, and interest at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts;

(5) be redeemable before maturity at the option of the Company as provided in Section 1.02 hereof and through the operation of a Sinking Fund as provided in Section 1.03 hereof;

(6) be issuable only as registered Bonds without coupons in denominations of $1,000 and any multiple thereof; and

(7) be limited (except as provided in Section 1.09 of the Indenture) in aggregate principal amount to $125,000,000.

So long as there is no existing default in the payment of interest on Bonds of Series G, the person in whose name any Bond of Series G is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any transfer or exchange of such Bond of Series G subsequent to such Record Date. If and to the extent that the Company shall default in the payment of interest due on any Interest Payment Date with respect to any Bond of Series G, such defaulted interest shall be paid to the person in whose name such Bond of Series G is registered at the close of business on a subsequent record date established by notice given by mail, first class postage prepaid, by or on behalf of the Company to the holders of Bonds of Series G not less than 15 days prior to such subsequent record date, such record date to be not less than five days preceding the date of payment of such defaulted interest.

The term "Record Date", when used herein with respect to an Interest Payment Date, shall mean the January 15 or July 15 (whether or not a business day), as the case may be, next preceding such Interest Payment Date. Default in the payment of interest means in this Section 1.01 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 of the Indenture.

SECTION 1.02. The Bonds of Series G shall be redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing August 1	A redemption price of	If redeemed during the 12 month period commencing August 1	A redemption price of
1980	112.63%	1993	104.42%
1981	112.00%	1994	103.79%
1982	111.37%	1995	103.16%
1983	110.74%	1996	102.53%
1984	110.10%	1997	101.90%
1985	109.47%	1998	101.27%
1986	108.84%	1999	100.64%
1987	108.21%	2000	100.00%
1988	107.58%	2001	100.00%
1989	106.95%	2002	100.00%
1990	106.32%	2003	100.00%
1991	105.69%	2004	100.00%
1992	105.05%		

provided, however, that prior to August 1, 1990 no Bonds of Series G may be redeemed at the option of the Company directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate which has an interest cost, computed in accordance with generally accepted financial practice, of less than 12.91% per annum.

Whenever less than all of the Bonds of Series G are to be redeemed, the Corporate Trustee shall select, in such manner as it shall deem appropriate and fair, the particular Bonds of Series G or portions of such Bonds to be redeemed and shall notify the Company in writing of the numbers and principal amounts of the Bonds or portions thereof so selected. The Company shall give the Corporate Trustee written notice at least 50 days (or such lesser period as shall be acceptable to the Corporate Trustee) prior to any redemption date selected by the Company of the aggregate principal amount of Bonds of Series G to be redeemed.

The Company shall not be required to and, if so requested by the Corporate Trustee, shall not (i) issue, transfer or exchange any Bonds of Series G during a period beginning at the opening of business 15 days before any selection of Bonds of Series G for redemption (whether at the option of the Company or through operation of the Sinking Fund provided for in Section 1.03 hereof) and ending at the close of business on the date of such selection or (ii) transfer or exchange any Bond of Series G or portion thereof so selected for redemption; and the Corporate Trustee shall not be required to authenticate and deliver any Bonds of Series G during the period specified in (i) above or in lieu of Bonds of Series G or portions thereof selected for redemption.

The provisions of Sections 3.04 to 3.08, inclusive, of the Indenture shall, so far as applicable, apply to and govern the redemption of Bonds of Series G, except that any installment of interest which by the terms of the Bonds of Series G is due and payable on any Interest Payment Date occurring on or prior to a redemption date shall be payable to the persons in whose names the Bonds of Series G were registered on the relevant Record Date, and except as otherwise expressly provided in this Ninth Supplemental Indenture.

SECTION 1.03. As and for a mandatory Sinking Fund for the Bonds of Series G, the Company shall, except as hereinafter provided in this Section 1.03, pay to the Corporate Trustee at least one business day prior to August 1, 1991, and August 1 of each year thereafter to and including August 1, 2004, each such August 1 being hereinafter called a "Sinking Fund Payment Date", an amount in New York Clearing House funds sufficient to redeem $8,330,000 principal amount of the Bonds of Series G on August 1, 1991, and on each August 1 thereafter to and including August 1, 2004, at a price equal to 100% of the principal amount thereof, hereinafter called the "Sinking Fund Redemption Price". Sinking Fund moneys shall not be applied to the payment of interest on the Bonds of Series G, but the Company shall otherwise provide for all interest accrued to the Sinking Fund Payment Date on the Bonds of Series G or portions thereof called for redemption through the operation of such Sinking Fund on such date.

In addition to the Sinking Fund payment required by the immediately preceding paragraph, the Company may elect in the manner hereinafter provided to make, at least one business day prior to each Sinking Fund Payment Date, an optional Sinking Fund payment to the Corporate Trustee in an amount not in excess of $12,495,000. The exercise of such election shall not have the effect of reducing the amount of any Sinking Fund payment which the Company shall be required to make pursuant to the immediately preceding paragraph. The election shall be non-

cumulative so that the failure to exercise such election in any year, in whole or in part, shall not increase the amount of any optional Sinking Fund payment that may be made to the Corporate Trustee in any subsequent year. Any such election by the Company with respect to any such Sinking Fund Payment Date shall be made in the Officers' Certificate hereinafter mentioned in this Section 1.03, which election shall be irrevocable.

In lieu of making all or any part of any Sinking Fund payment in cash, the Company may at its option (a) surrender to the Corporate Trustee Bonds of Series G theretofore issued by the Company and acquired by it in the open market or otherwise (other than through operation of the Sinking Fund), (b) by Request direct the Corporate Trustee to credit against such Sinking Fund payment the principal amount of Bonds of Series G theretofore redeemed by the Company pursuant to Section 1.02 hereof which have not theretofore been so credited (such Bonds being hereinafter called "Redeemed Bonds"), or (c) by Request direct the Corporate Trustee to apply Deposited Cash for such purpose pursuant to subparagraph (2) of the second paragraph of Section 5.09 of the Indenture. The Company shall be entitled so to deliver Bonds of Series G or obtain credit for Redeemed Bonds in anticipation of all or any part of any one or more Sinking Fund payments, but in each case the Company shall specify, in the Officers' Certificate hereinafter mentioned in this Section 1.03, the Sinking Fund payment or payments in anticipation of which such Bonds of Series G are delivered or Redeemed Bonds credited. Each Bond of Series G so delivered and all Redeemed Bonds so credited shall be treated by the Corporate Trustee as the equivalent of a cash deposit to the extent of the Sinking Fund Redemption Price of such Bond or Bonds. All Bonds of Series G so delivered to the Corporate Trustee shall be cancelled by it.

On or before the June 11 prior to each Sinking Fund Payment Date, the Company shall deliver to the Corporate Trustee an Officers' Certificate which shall

(1) specify the amount of cash, if any, which the Company will deposit with the Corporate Trustee at least one business day prior to such Sinking Fund Payment Date;

(2) state the principal amount of Bonds of Series G which are being concurrently delivered to the Corporate Trustee for cancellation to the extent not previously delivered and are to be credited against one or more Sinking Fund payments (designated therein by the Company) with respect to the Bonds of Series G and stating that such Bonds were theretofore issued by the Company and acquired by it in the open market or otherwise (other than through operation of the Sinking Fund);

(3) state the aggregate principal amount of the Redeemed Bonds (being concurrently delivered to the Corporate Trustee for cancellation if not previously delivered and cancelled by it) which are to be credited against one or more Sinking Fund payments (designated therein) with respect to the Bonds of Series G and state that such Bonds were previously redeemed by the Company pursuant to Section 1.02 hereof and have not previously been credited against a Sinking Fund payment;

(4) specify the amount of Deposited Cash to be credited against the Sinking Fund payment due on or before such Sinking Fund Payment Date in accordance with subparagraph (2) of the second paragraph of Section 5.09 of the Indenture;

(5) specify the principal amount of Bonds of Series G to be redeemed on such Sinking Fund Payment Date, including the principal amount of such Bonds, if any, which the Company elects to redeem by an optional Sinking Fund payment; and

(6) state that no Event of Default has happened and is continuing.

In case of the failure of the Company to deliver such Officers' Certificate on or before the June 11 next preceding any Sinking Fund Payment Date, the Company shall make the full cash payment specified in the first paragraph of this Section 1.03 and shall not be entitled to make any optional Sinking Fund payment.

Except as otherwise provided in the next succeeding paragraph of this Section 1.03, all money paid into the Sinking Fund for the Bonds of Series G shall be held in trust for the holders of such Bonds and shall be applied by the Corporate Trustee to the redemption of such Bonds at the Sinking Fund Redemption Price in the manner specified in the next sentence; *provided, however*, that if the amount of money held in such Sinking Fund shall be less than $50,000 on any Sinking Fund Payment

Date, such money, unless otherwise directed by the Company, shall not be so applied but shall be retained by the Corporate Trustee and so applied on the next succeeding Sinking Fund Payment Date on which there shall be at least $50,000 in the Sinking Fund. Promptly after each June 11 prior to a Sinking Fund Payment Date the Corporate Trustee shall select, in the manner provided in Section 1.02 hereof, the Bonds of Series G to be redeemed on such Sinking Fund Payment Date and shall cause notice of the redemption thereof to be given in the name and at the expense of the Company as provided in Section 3.04 of the Indenture, except that the notice shall state that the redemption is for Sinking Fund purposes; and such redemption shall otherwise be subject to the same terms and provisions as are applicable to redemptions of Bonds of Series G at the option of the Company.

Anything in this Section 1.03 to the contrary notwithstanding, the Corporate Trustee shall not redeem any Bonds of Series G through the operation of the Sinking Fund therefor, or mail any notice of such redemption, during the continuance of an Event of Default, except that if such notice shall have been mailed before the Corporate Trustee had actual knowledge of such Event of Default or had received the notice thereof specified in Section 10.01(e) of the Indenture, the Corporate Trustee shall redeem the Bonds of Series G as to which such notice of redemption shall have been given if sufficient money is held by the Corporate Trustee in the Sinking Fund for Bonds of Series G. Except as aforesaid, any money held in such Sinking Fund at the time when any Event of Default shall occur, or any moneys thereafter paid into such Sinking Fund, shall be held, during the continuance of such Event of Default, as additional security for all Bonds issued under the Indenture; but if such Event of Default shall thereafter be cured or waived as provided in the Indenture, such Sinking Fund moneys shall thereafter be applied to the redemption of Bonds of Series G at the Sinking Fund Redemption Price on the next succeeding Sinking Fund Payment Date.

SECTION 1.04. The Bonds of Series G and the Corporate Trustee's certificate of authentication to be endorsed thereon shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF SERIES G]

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE 12⅞% BOND, SERIES G, DUE 2005

BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to

, or registered assigns, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, the principal sum of

DOLLARS on August 1, 2005, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate of 12⅞% per annum, at said office or agency in like coin or currency, from the interest payment date next preceding the date of this Bond to which interest has been paid or duly provided for or August 1, 1980, whichever is later (unless this Bond is dated after any January 15 or July 15, and on or prior to the next succeeding February 1 or August 1, as the case may be, in which case, if interest is paid in accordance with the proviso of this sentence, from such succeeding February 1 or August 1), semi-annually on February 1 and August 1 of each year, until payment of said principal sum has been made or duly provided for; provided, however, that so long as there is no existing default in the payment of interest (and except for the payment of defaulted interest), the interest payable on any February 1 and August 1 will be paid to the person in whose name this Bond was registered at the close of business (whether or not a business day) on the January 15 or July 15, as the case may be, next preceding such interest payment date. If and to the extent that the Company shall default in the payment of interest due on any February 1 or August 1, such defaulted interest shall be paid to the person in whose name this Bond was registered at the close of business on a subsequent record date established by notice for the payment of such defaulted interest, which notice shall be given not less than 15 days prior to such subsequent record date.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Bond shall have been authenticated by the certificate hereon of the Corporate Trustee.

IN WITNESS WHEREOF, Burlington Northern Inc. has caused this Bond to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated:_____

BURLINGTON NORTHERN INC.

By_____

Attest:

_____

[FORM OF REVERSE OF BOND OF SERIES G]

This Bond is one of the Consolidated Mortgage Bonds of the Company, herein sometimes called the Bonds, all issued and to be issued in one or more series under, and equally secured by, an indenture, dated March 2, 1970, executed by the Company to MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company (herein called the "Corporate Trustee"), and Jacob M. Ford II (Bartlett Ford, successor) as Trustees, herein, as amended and supplemented from time to time, sometimes called the "Indenture", to which Indenture and any and all supplements thereto reference is hereby made for a description of the properties and franchises mortgaged and pledged, the nature and extent of security and the rights of the holders of the Bonds and coupons and the rights, duties and immunities of the Trustees thereunder.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and interest on this Bond at the time and place and at the rate or rates and in the currency herein prescribed.

This Bond is one of a series of the Bonds known as Consolidated Mortgage 12⅞% Bonds, Series G, Due 2005 (hereinafter called the "Bonds of Series G") created by a Ninth Supplemental Indenture, dated as of August 1, 1980, to the Indenture. The aggregate principal amount of Bonds of Series G which may be outstanding at any time is limited to the principal amount of $125,000,000, except as otherwise provided in the Indenture.

The Bonds are issuable in series and the several series of Bonds may be for varying aggregate principal amounts, and the Bonds of any one series may differ from the Bonds of any other series as to denomination, date, maturity, interest rate, redemption, conversion, and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherwise, all as in the Indenture provided.

If an Event of Default as defined in the Indenture shall occur, the principal of the Bonds may be declared or may become due and payable in the manner and with the effect provided in the Indenture.

As more particularly provided in the Indenture and such Ninth Supplemental Indenture, the Bonds of Series G are redeemable prior to maturity, in whole at any time or in part from time to time, at the option of the Company, upon notice as provided in the Indenture, at the following redemption prices (expressed in percentages of the principal amount) together with accrued interest to the date fixed for redemption:

If redeemed during the 12 month period commencing August 1	A redemption price of	If redeemed during the 12 month period commencing August 1	A redemption price of
1980	112.63%	1993	104.42%
1981	112.00%	1994	103.79%
1982	111.37%	1995	103.16%
1983	110.74%	1996	102.53%
1984	110.10%	1997	101.90%
1985	109.47%	1998	101.27%
1986	108.84%	1999	100.64%
1987	108.21%	2000	100.00%
1988	107.58%	2001	100.00%
1989	106.95%	2002	100.00%
1990	106.32%	2003	100.00%
1991	105.69%	2004	100.00%
1992	105.05%		

provided, however, that prior to August 1, 1990 no Bonds of Series G may be redeemed at the option of the Company directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of debt by the Company or any Affiliate (as defined in the Indenture) which has an interest cost, computed in accordance with generally accepted financial practice, of less than 12.91% per annum.

The Bonds of Series G are entitled to the benefit of a sinking fund, the terms and provisions of which are set forth in such Ninth Supplemental Indenture, and, as provided therein, are subject to redemption in part through the operation of such sinking fund on August 1, 1991, and on each August 1 thereafter to and including August 1, 2004, at a sinking fund redemption price equal to 100% of the principal amount of the Bonds to be so redeemed.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder at any time by the concurrent action of the Company and of the holders of specified percentages of the Bonds then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on, this Bond, the consent of the holder hereof, all as more fully provided in the Indenture.

This Bond is transferable at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender hereof accompanied by written instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder hereof or by duly authorized attorney, and thereupon a new Bond of Series G in the same aggregate principal amount will be issued to the transferee in exchange herefor, all as provided in the Indenture.

The Company, the Corporate Trustee, any paying agent and any registrar of the Bonds of Series G may for all purposes treat the person in whose name this Bond is registered as the absolute owner hereof, notwithstanding any notice to the contrary.

The Bonds of Series G are issuable in the denomination of $1,000 or any multiple thereof. The Bonds of Series G are issuable only as registered Bonds without coupons. The several denominations of Bonds of Series G are interchangeable in like aggregate principal amounts upon presentation for that purpose as provided in the Indenture.

No service charge will be made for any transfer or exchange of this Bond, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond against any incorporator, stockholder, officer or director, as such, of the Company by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

[Form of Corporate Trustee's Certificate of Authentication]

This Bond is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

Morgan Guaranty Trust Company
of New York, as Corporate Trustee

By_____
Authorized Officer

Section 1.05. Bonds of Series G shall be transferable, and shall be exchangeable for a like aggregate principal amount of Bonds of Series G of other authorized denominations, upon surrender thereof at the office or agency of the Company to be maintained for that purpose in accordance with Section 4.01 of the Indenture accompanied by a proper instrument of transfer in form approved by the Company or the Corporate Trustee, executed by the registered holder in person or by duly authorized attorney. No service charge will be made for any such transfer or exchange, but the Company may require the payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Section 1.06. Pending the preparation of definitive Bonds of Series G, the Company may execute and, upon Request, the Corporate Trustee shall authenticate and deliver Bonds of Series G in temporary form as provided in Section 1.10 of the Indenture. Such Bonds of Series G in temporary form may, in lieu of the statement of the redemption prices required to be set out in the Bonds of Series G in definitive form, include a reference to Section 1.02 hereof for a statement of such redemption prices.

ARTICLE II

Issue of Bonds of Series G

Bonds of Series G may be executed, authenticated and delivered from time to time as permitted by the provisions of Article Two of the Indenture.

ARTICLE III

Amendment of the Original Mortgage to Add Trust Indenture Act Provisions

Section 3.01. The Original Mortgage is hereby amended by adding thereto, immediately following Article Sixteen thereof, a new Article Seventeen reading in its entirety as follows:

ARTICLE SEVENTEEN

Trust Indenture Act Provisions

Section 17.01. There shall at all times be a Corporate Trustee hereunder which shall be a trust company or a banking corporation in good standing organized under the laws of the United States of America or the State of New York, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by Federal or state authority and having an office in the Borough of Manhattan, City and State of New York and a combined capital and surplus aggregating at least $10,000,000, if there be such a corporation in such city willing to act upon customary terms and conditions. If such trust company or banking corporation publishes reports of condition at least annually, pursuant to law or the requirements of such supervising or examining authority, then for the purposes of this Section 17.01 the combined capital and surplus of such trust company or banking corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Corporate Trustee shall cease to be eligible in accordance with the provisions of this Section 17.01, it shall resign immediately in the manner and with the effect specified in Section 10.04 hereof.

Section 17.02. (a) If either Trustee has or shall acquire any conflicting interest, as defined in this Section 17.02, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Section 10.04 hereof.

(b) In the event that either Trustee shall fail to comply with the provisions of paragraph (a) of this Section 17.02, such Trustee shall, within ten days after the expiration of such 90-day period, provide notice of such failure to all bondholders in the manner and to the extent provided in Section 17.06(c) hereof.

(c) If either Trustee shall fail to comply with the provisions of paragraph (a) of this Section 17.02 after written request therefor by any bondholder who has been a bona fide holder of Bonds for at least six months, such bondholder may, on behalf of himself and all others similarly situated in addition to any powers they may have under Sections 10.04 and 10.05, petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor Trustee.

(d)(1) For the purposes of this Section 17.02, either Trustee shall be deemed to have a conflicting interest if

(A) such Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any

other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Bonds issued under this Indenture; *provided, however,* that there shall be excluded from the operation of this clause (A) any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture or indentures is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;

(B) such Trustee or any of its directors or executive officers is an obligor upon the Bonds or an underwriter for the Company;

(C) such Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(D) such Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of the Company, or of an underwriter (other than such Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (i) one individual may be a director or an executive officer, or both, of such Trustee and a director or an executive officer, or both, of the Company but may not be at the same time an executive officer of both such Trustee and the Company; (ii) if and so long as the number of directors of such Trustee in office is more than nine, one additional individual may be a director or an executive officer, or both, of such Trustee and a director of the Company; and (iii) such Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depositary, or in any other similar capacity, or, subject to the provisions of clause (A) of this paragraph (d)(1), to act as trustee, whether under an indenture or otherwise;

(E) 10% or more of the voting securities of such Trustee is beneficially owned either by the Company or by any director, partner or executive officer thereof, or 20% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of such Trustee is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(F) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Section 17.02 defined), (i) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company not including Bonds issued under this Indenture and securities issued under any other indenture under which such Trustee is also trustee, or (ii) 10% or more of any class of security of an underwriter for the Company;

(G) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Section 17.02 defined), 5% or more of the voting securities of any person who, to the knowledge of such Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(H) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Section 17.02 defined), 10% or more of any class of security of any person who, to the knowledge of such Trustee, owns 50% or more of the voting securities of the Company; or

(I) such Trustee owns, on May 15 in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under clauses (F), (G) or (H) of this subparagraph (1). As to any such securities of which such Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed 25% of such voting securities or 25% of any such class of security. Promptly after May 15 in each calendar year, each Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such May 15. If the Company fails to make payment in full of the principal of, or the premium, if any, or interest on, any of the Bonds when and as the same becomes due and payable, and such failure continues for 30 days thereafter, each Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such 30-day period, and after such date, notwithstanding the foregoing provisions of this clause (I), all such securities so held by either Trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by such Trustee for the purposes of clauses (F), (G) and (H) of this subparagraph (1).

(2) The specification of percentages in clauses (E) to (I) inclusive, of subparagraph (1) of this paragraph (d) shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of clauses (C) or (G) of such subparagraph.

(3) For the purposes of clauses (F), (G), (H) and (I) of subparagraph (1) of this paragraph (d), (i) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (ii) an obligation shall be deemed to be "in default" when a default in payment of principal shall have continued for 30 days or more and shall not have been cured; and (iii) either Trustee shall not be deemed to be the owner or holder of (*a*) any security which it holds as collateral security, as trustee or otherwise, for an obligation which is not in default as defined in subclause (ii) above, or (*b*) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (*c*) any security which it holds as agent for collection, or as custodian, escrow agent or depositary, or in any similar representative capacity.

(e) For the purposes of this Section 17.02:

(1) The term "underwriter" when used with reference to the Company means every person who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has offered or sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

(2) The term "director" means any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated.

(3) The term "person" means an individual, a corporation, a partnership, an association, a joint-stock company, a trust, an unincorporated organization or a government or political subdivision thereof. As used in this subparagraph (3), the term "trust" shall include only a trust where the interest or interests of the beneficiary or beneficiaries are evidenced by a security.

(4) The term "voting security" means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person.

(5) The term "executive officer" means the president, every vice president, every trust officer, the cashier, the secretary and the treasurer of a corporation and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the chairman of the board of directors.

(f) The percentages of voting securities and other securities specified in this Section 17.02 shall be calculated in accordance with the following provisions:

(1) A specified percentage of the voting securities of either Trustee, the Company or any other person referred to in this Section 17.02 (each of whom is referred to as a "person" in this paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(2) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(3) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares and the number of units if relating to any other kind of security.

(4) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(A) securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(B) securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(C) securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise; and

(D) securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(5) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges; *provided, however,* that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes and *provided, further,* that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

SECTION 17.03. (a)(1) Subject to paragraph (b) of this Section 17.03, if either Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company within four months prior to a default, as defined in paragraph (c) of this Section 17.03, or subsequent to such a default, then, unless and until such default shall be cured, such Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the holders of the Bonds and the holders of other indenture securities (as defined in paragraph (c) of this Section 17.03):

(A) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in clause (B) of this subparagraph (1), or from the exercise of any right of set-off which such Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(B) all property received by such Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, *subject, however,* to the rights, if any, of the Company and its other creditors in such property or such proceeds.

(2) Nothing in this paragraph (a) contained, however, shall affect the right of either Trustee

(A) to retain for its own account (i) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law;

(B) to realize, for its own account, upon any property held by it as security for any such claim if such property was so held prior to the beginning of such four months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if such Trustee shall sustain the burden of proving that at the time such property was so received such Trustee had no reasonable cause to believe that a default as defined in paragraph (c) of this Section 17.03 would occur within four months; or

(D) to receive payment on any claim referred to in clause (B) or (C) of this subparagraph (2), against the release of any property held as security for such claim as provided in clause (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of clauses (B), (C) and (D) of this subparagraph (2), property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such subparagraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of such Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

(3) If either Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between such Trustee, the bondholders and the holders of other indenture securities in such manner that such Trustee, the bondholders and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of such Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of such Trustee and the bondholders and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this subparagraph (3), with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or proceedings for reorganization pursuant to Title 11 of the United States Code or applicable State law, whether such distribution is made in cash, securities or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership or proceedings for reorganization is pending shall have jurisdiction (A) to apportion between such Trustee and the bondholders and the holders of other indenture securities, in accordance with the provisions of this subparagraph (3), the funds and property held in such special account and proceeds thereof, or (B) in lieu of such apportionment, in whole or in part, to give the provisions of this subparagraph (3) due consideration in determining the fairness of the distribution to be made to such Trustee and the bondholders and the holders of other indenture securities with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

(4) Any Trustee which has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this paragraph (a) as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such four months' period, it shall be subject to the provisions of this paragraph (a) if and only if the following conditions exist:

(1) the receipt of property or reduction of claim, which would have given rise to the obligation to account, if such Trustee had continued as Trustee, occurred after the beginning of such four months' period; and

(2) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

(b) There shall be excluded from the operation of paragraph (a) of this Section 17.03 a creditor relationship arising from

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by such Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture, for the purpose of preserving any property which shall at any time be subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances thereon, if notice of such advances and of the circumstances surrounding the making thereof is given to the bondholders at the time and in the manner provided in Section 17.06 hereof;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in paragraph (c) of this Section 17.03;

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper as defined in paragraph (c) of this Section 17.03.

(c) For the purposes of this Section 17.03 only:

(1) The term "default" means any failure to make payment in full of the principal of or interest on any of the Bonds or upon the other indenture securities when and as such principal or interest becomes due and payable.

(2) The term "other indenture securities" means securities upon which the Company is an obligor outstanding under any other indenture (i) under which either Trustee is also trustee, (ii) which contains provisions substantially similar to the provisions of this Section 17.03 and (iii) under which a default exists at the time of the apportionment of the funds and property held in such special account.

(3) The term "cash transaction" means any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand.

(4) The term "self-liquidating paper" means any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacturing, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

SECTION 17.04. The Company will furnish or cause to be furnished to the Corporate Trustee semi-annually, between February 1 and February 15 and between August 1 and August 15, and at such other times as the Corporate Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list in such form as the Corporate Trustee may reasonably require containing all the information in the possession or control of the Company, or any of its Paying Agents and registrars other than the Corporate Trustee, as to the names and addresses of the holders of Bonds obtained since the date as of which the next previous list, if any, was furnished, excluding from such list any names received by the Corporate Trustee in its capacity as Trustee, Paying Agent or registrar. Any such list may be dated as of the date not more than 15 days prior to the time such information is furnished or caused to be furnished and need not include information received after such date.

SECTION 17.05. (a) The Corporate Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of holders of Bonds (1) contained in the most recent list furnished to it as provided in Section 17.04 hereof, (2) received by it in the capacity of Paying Agent (if so acting) hereunder, and (3) filed with it within the two preceding years pursuant to Section 17.06(c)(2) hereof.

The Corporate Trustee may (1) destroy any list furnished to it as provided in Section 17.04 hereof upon receipt of a new list so furnished, (2) destroy any information received by it as Paying Agent (if so acting) hereunder in connection with an interest payment upon delivering to itself as Corporate Trustee, not earlier than 45 days after a subsequent interest payment, a list containing the names and addresses of the holders of Bonds obtained from such information since the delivery of the next previous list, if any, and (3) destroy not earlier than two years after filing any information filed with it pursuant to Section 17.06(c)(2) hereof.

(b) If three or more holders of Bonds (hereinafter referred to as "applicants") apply in writing to the Corporate Trustee, and furnish to the Corporate Trustee reasonable proof that each such applicant has owned a Bond for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of Bonds with respect to their rights under this Indenture or under the Bonds and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Corporate Trustee shall, within five business days after the receipt of such application, at its election, either

(1) afford such applicants access to the information preserved at the time by the Corporate Trustee in accordance with Section 17.05(a) hereof, or

(2) inform such applicants as to the approximate number of holders of Bonds whose names and addresses appear in the information preserved at the time by the Corporate Trustee in accordance with Section 17.05(a) hereof, and as to the approximate cost of mailing to such bondholders the form of proxy or other communication, if any, specified in such application.

If the Corporate Trustee shall elect not to afford such applicants access to such information, the Corporate Trustee shall, upon the written request of such applicants, mail to each bondholder whose name and address appear in the information preserved at the time by the Corporate Trustee in accordance with Section 17.05(a) hereof a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Corporate Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender the Corporate Trustee shall mail to such applicants and file with the Securities and Exchange Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Corporate Trustee, such mailing would be contrary to the best interests of the holders of Bonds or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If such Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, such Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Corporate Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Corporate Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every holder of the Bonds and coupons, if any, by receiving and holding the same, agrees with the Company and the Corporate Trustee that neither the Company nor the Corporate Trustee nor any Paying Agent or Registrar shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the holders of Bonds in accordance with Section 17.05(b) hereof, regardless of the source from which such information was derived, and that the Corporate Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 17.05(b) hereof.

SECTION 17.06. (a) Within 60 days after June 15 in each year, each Trustee shall transmit either jointly or severally, as they may determine, to the bondholders, as provided in paragraph (c) of this Section 17.06, a brief report dated as of such June 15 with respect to:

(1) its eligibility under Section 17.01 hereof and its qualifications under Section 17.02 hereof, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the making thereof) made by such Trustee (as such) which remain unpaid on the date of such report, and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Bonds, on any property or funds held or collected by it as Trustee, except that such Trustee shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than ½ of 1% of the principal amount of the Bonds outstanding on the date of such report;

(3) the amount, interest rate and maturity date of all other indebtedness owing by the Company to such Trustee in its individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 17.03(b)(2), (3), (4) or (6) hereof;

(4) the property and funds, if any, physically in the possession of such Trustee (as such) on the date of such report;

(5) any release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) which has not been previously reported since the date of the Ninth Supplemental Indenture hereto; *provided, however*, that to the extent that the aggregate fair value, as set forth in the certificates or opinions required by Section 17.08(b) hereof, of any or all of such released properties does not exceed an amount equal to 10% of the principal amount of Bonds then outstanding, the report need only indicate the number of such releases, the total fair value of property released as set forth in such certificates or opinions, the aggregate amount of cash received and the aggregate fair value of property received in exchange therefor as set forth in the certificates or opinions required by Section 17.08(d) hereof;

(6) any additional issue of Bonds which such Trustee has not previously reported; and

(7) any action taken by such Trustee in the performance of its duties hereunder which it has not previously reported and which in its opinion materially affects the Bonds, except action in respect of a default, notice of which has been or is to be withheld by such Trustee in accordance with Section 17.09(a) hereof.

(b) Each Trustee, either jointly or severally, as they may determine, shall transmit to the bondholders, as provided in paragraph (c) of this Section 17.06, a brief report with respect to:

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by Section 17.08(b) hereof, is less than 10% of the principal amount of Bonds outstanding at the time of such release, or release and substitution, such report to be transmitted within 90 days after such time; and

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the making thereof) made by such Trustee (as such) since the date of the last report transmitted pursuant to paragraph (a) of this Section 17.06 (or if no such report has yet been so transmitted, since March 2, 1970) for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Bonds, on the trust estate or on property or funds held or collected by it as such Trustee, and which it has not previously reported pursuant to this subparagraph (2), except that such Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of the Bonds outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section 17.06 shall be transmitted by mail:

(1) to all holders of registered Bonds, whether such Bonds are with or without coupons, as the names and addresses of such holders appear on the Registry Books;

(2) to such holders of Bonds as have, within the two years preceding such transmission, filed their names and addresses with the Corporate Trustee for that purpose; and

(3) except in the case of reports pursuant to paragraph (b) of this Section 17.06, to each bondholder whose name and address are preserved at the time by the Corporate Trustee, as provided in Section 17.05(a) hereof.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustee transmitting the same with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission. The Company will notify the Trustees when the Bonds are listed on any stock exchange.

(e) The provisions of this Section 17.06 which have been made specifically applicable to a Trustee shall apply to the Corporate Trustee and the Individual Trustee. Notwithstanding any of the provisions of this Section 17.06 which require the Individual Trustee to transmit reports to the bondholders and to file such reports with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission, the Individual Trustee may, if he so elects, furnish to the Corporate Trustee all information concerning the Individual Trustee which the Individual Trustee is required to report, and the Corporate Trustee shall transmit and file such information, in accordance with the provisions of this Section 17.06, on behalf of the Individual Trustee.

SECTION 17.07. The Company will:

(a) file with the Corporate Trustee, within 15 days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Securities and Exchange Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Securities and Exchange Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents or reports pursuant to either of such Sections, then it will file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with rules and regulations prescribed from time to time by the Securities and Exchange Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(b) file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with rules and regulations prescribed from time to time by the Securities and Exchange Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(c) transmit to the holders of Bonds, within 30 days after the filing thereof with the Corporate Trustee, in the manner and to the extent provided in Section 17.06(c) hereof with respect to reports pursuant to Section 17.06(a) hereof, such summaries of any information, documents and reports required to be filed by the Company pursuant to paragraphs (a) and (b) of this Section 17.07 as may be required by rules and regulations prescribed from time to time by the Securities and Exchange Commission.

SECTION 17.08. (a) Upon any Request to the Trustees, or either of them, to take any action under any provision of the Indenture, the Company shall furnish to such Trustee, in addition to all other documents which the Company is required to furnish to such Trustee, the following:

(1) An Officers' Certificate stating that all conditions precedent, if any, provided for in the Indenture have been complied with;

(2) An Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with; and

(3) In the case of conditions precedent compliance with which is required by the provisions of this Indenture to be verified by accountants, a certificate or opinion of an accountant stating that all such conditions precedent have been complied with. In the case of any such conditions precedent to the authentication and delivery of Bonds, and not otherwise, such accountant shall be an independent public accountant selected by the Company and approved by such Trustee in the exercise of reasonable care if the aggregate principal amount of such Bonds and of other Bonds authenticated and delivered since the commencement of the then current calendar year (other than Bonds with respect to which a certificate or opinion of an accountant is not required, or with respect to which a certificate or opinion of an independent public accountant has previously been furnished) is 10% or more of the aggregate amount of Bonds at the time outstanding; but no certificate or opinion need be made by any person other than an officer or employee of the Company as to (A) dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a statement of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports, or (B) the amount and value of Bondable Additions, except as provided in Section 17.08(d) hereof, or (C) the adequacy of depreciation, maintenance or repairs.

(b) Upon any Request to the Trustees, or either of them, to release from the lien of the Indenture any property or securities subject thereto, the Company shall furnish to such Trustee, in addition to all other documents which the Company is required to furnish to such Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value of the property or securities to be so released, which certificate shall state that, in the opinion of such engineer, appraiser or other expert, the proposed release will not impair the security under the Indenture in contravention of the provisions thereof. Such certificate or opinion shall be given by an independent engineer, appraiser or other expert if the fair value of such property or securities and of all other property and securities released since the commencement of the then current calendar year, as set forth in the certificates or opinions furnished pursuant to this paragraph (b), is 10% or more of the aggregate principal amount of Bonds at the time outstanding, but the engineer, appraiser or other expert giving such certificate or opinion need not be independent if the fair value of the property or securities to be then released, as set forth in such certificate, is less than $25,000 or less than 1% of the aggregate principal amount of Bonds at the time outstanding.

(c) Upon any Request to the Trustees, or either of them, for the authentication and delivery of additional Bonds, the payment of Deposited Cash or the release from the lien of the Indenture of any property or securities subject thereto on the basis of the deposit of securities (other than Bonds and Prior Lien Securities) with the Corporate Trustee, the Company shall furnish to such Trustee, in addition to all other documents which the Company is required to furnish to such Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value to the Company of such securities. Such certificate or opinion shall be given by an independent engineer, appraiser or other expert if the fair value to the Company of such securities and of all other such securities made the basis of such authentication and delivery, withdrawal or release since the commencement of the then current calendar year, as set forth in the certificates or opinions furnished pursuant to this paragraph (c), is 10% or more of the aggregate principal amount of the Bonds at the time outstanding and, in the case of authentication and delivery of additional Bonds, shall cover the fair value to the Company of all other such securities so deposited since the commencement of the current calendar year as to which a certificate or opinion of an independent engineer, appraiser or other expert has not previously been furnished, but the engineer, appraiser or other expert giving such certificate or opinion need not be independent if the fair value to the Company of such securities as set forth in such certificate or opinion is less than $25,000 or less than 1% of the aggregate principal amount of Bonds at the time outstanding.

(d) Upon any Request to the Trustees, or either of them, for the authentication and delivery of additional Bonds, the payment of Deposited Cash or the release from the lien of the Indenture of any property or securities subject thereto on the basis of Bondable Expenditures or for the release from the lien of the Indenture of any property subject to the lien thereof on the basis of an exchange of property, the Company shall furnish to such Trustee, in addition to all other documents which the

Company is required to furnish to such Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value to the Company of any Bondable Additions constructed, acquired or made by such Bondable Expenditures and of any property to be received in exchange. Such certificate or opinion shall be given by an independent engineer, appraiser or other expert with respect to any property constituting a part of such Bondable Additions and with respect to any property to be received in exchange if (1) within six months prior to the date of acquisition thereof by the Company such property has been used or operated by a person or persons other than the Company in a business similar to that in which it has been or is to be used or operated by the Company and (2) the fair value to the Company of such property as set forth in such certificate or opinion is not less than $25,000 and not less than 1% of the aggregate principal amount of Bonds at the time outstanding. In the case of a Request to authenticate and deliver additional Bonds, if such certificate or opinion is required to be given by an independent engineer, appraiser or other expert, it shall also cover the fair value to the Company of all Bondable Additions so used or operated by a person or persons other than the Company which has been subjected to the lien of the Indenture since the commencement of the then current calendar year and as to which a certificate or opinion of an independent engineer, appraiser or other expert has not previously been furnished.

(e) Every certificate or opinion with respect to compliance with a condition or covenant provided for in the Indenture shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions in the Indenture relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion whether or not such covenant or condition has been complied with; and

(4) a statement whether, in the opinion of such individual, such condition or covenant has been complied with.

(f) The Trustees shall be under a duty to examine each certificate and opinion required to be furnished to them pursuant to this Section 17.08 to determine whether or not it conforms to the requirements of this Indenture.

SECTION 17.09. (a) The Trustees shall give to the bondholders, in the manner and to the extent provided in Section 17.06(c) hereof, notice of all Events of Default known to such Trustees, such notice to be given within 90 days of the occurrence of such Event of Default, unless such Event of Default shall have been cured or waived; *provided, however*, except in the case of an Event of Default arising out of a failure to pay the principal of, or premium, if any, or interest on any Bond or in the payment of any sinking fund installment, the Trustees shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers or both of the Corporate Trustee in good faith determines that the withholding of such notice is in the interests of the bondholders.

(b) In case an Event of Default has occurred and is continuing, the Trustees shall exercise such of the rights and powers vested in them by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) In making any determination pursuant to the provisions of this Indenture of Bonds outstanding, there shall be disregarded, in addition to Bonds disregarded pursuant to the definition of "outstanding" set forth in Article I hereof, Bonds owned by any Affiliate, except that for the purpose of determining whether the Trustees shall be protected in relying on any such direction or consent, only such Bonds which such Trustees know are so owned shall be so disregarded.

SECTION 17.10. None of the provisions of this Indenture shall be construed as relieving the Trustees from liability for its or his own negligent action, negligent failure to act, or wilful misconduct, except that anything in this Indenture contained to the contrary notwithstanding:

(a) unless and until an Event of Default shall have happened and be continuing,

(1) the Trustees shall not be liable except for the performance of such duties as are specifically set out in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees, whose duties and obligations shall be determined solely by the express provisions of this Indenture; and

(2) the Trustees may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustees, upon certificates or opinions furnished to them pursuant to the express provisions of and conforming to the requirements of this Indenture;

(b) the Corporate Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Corporate Trustee, unless it shall be proved that the Corporate Trustee was negligent in ascertaining the pertinent facts; and the Individual Trustee shall not be liable for any error of judgment made in good faith by him unless it shall be proved that he was negligent in ascertaining the pertinent facts; and

(c) neither of the Trustees shall be personally liable to any holder of Bonds or coupons or to any other person with respect to any action taken or omitted to be taken by it or him in good faith, in accordance with the direction of the holders of more than 50% in principal amount of the Bonds at the time outstanding determined as provided in Section 17.09(c) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustees or exercising any trust or power conferred upon the Trustees by this Indenture.

SECTION 17.11. The Company will cause each Paying Agent other than the Trustees to execute and deliver to the Corporate Trustee an instrument in which such Paying Agent shall agree with the Corporate Trustee that such Paying Agent will give the Corporate Trustee notice of any default by the Company in the making of any payment of principal of, or premium, if any, or interest on any of the Bonds.

SECTION 17.12. (a) If any provision of this Indenture limits, qualifies or conflicts with another provision hereof which is required to be included herein by any provision of the Trust Indenture Act of 1939, as in force at the date the Ninth Supplemental Indenture hereto was executed, such required provision shall control.

(b) For the purposes of this Article Seventeen only,

(1) "Company" means the Company and any other obligor on the Bonds;

(2) "independent" when used with respect to any specified person means such a person who (A) is in fact independent, (B) does not have any direct financial interest or any material indirect financial interest in the Company or in any Affiliate of the Company and (C) is not connected with the Company or any Affiliate of the Company as an officer, employee, promoter, underwriter, partner, director or person performing similar functions. Any certificate or opinion required by the provisions of this Indenture to be given by an independent engineer, appraiser or other expert shall state that the signer has read this definition and that the signer is independent within the meaning hereof; and

(3) all other terms used herein which are defined in the Trust Indenture Act of 1939, either directly or by reference therein, have the meanings assigned to them therein.

SECTION 3.02. Section 10.04 hereof is hereby amended by changing the word "earlier" in the last line of the first paragraph thereof to "later".

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 4.01. All of the terms, conditions and provisions of the Indenture (including the definitions in Section 1.01 thereof), unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Ninth Supplemental Indenture; and the Original Mortgage, as supplemented by the supplemental indentures thereto and by this Ninth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

SECTION 4.02. Morgan Guaranty Trust Company of New York and Bartlett Ford, the parties of the second part, hereby accept the trust in this Ninth Supplemental Indenture declared and provided and agree to perform the same upon the terms and conditions herein and in the Indenture set forth. The recitals contained in this Ninth Supplemental Indenture and in the Bonds of Series G (except for the Corporate Trustee's certificates of authentication) shall be taken as statements of the Company, and the Trustees assume no responsibility for the correctness thereof.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Ninth Supplemental Indenture other than as set forth in the Original Mortgage.

SECTION 4.03. Nothing in this Ninth Supplemental Indenture expressed or implied is intended or shall be construed to give to any person, firm or corporation other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect of this Ninth Supplemental Indenture, or any covenant, condition or provision herein contained, all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the Bonds and the coupons; and all such covenants, conditions and provi-

sions by or on behalf of the Company shall bind its successors and assigns whether so expressed or not.

SECTION 4.04. The headings of the several Articles hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 4.05. This Ninth Supplemental Indenture may be executed in several counterparts, each of which shall be an original, and all collectively shall constitute but one instrument, which shall be sufficiently proved by the production of any one of said counterparts.

IN WITNESS WHEREOF, Burlington Northern Inc., the party of the first part, has caused this Ninth Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or its President and Chief Executive Officer or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Morgan Guaranty Trust Company of New York, one of the parties of the second part, has caused this Ninth Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents or Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries; and Bartlett Ford, one of the parties of the second part, has hereto set his hand and seal, all as of the day and year first above written.

BURLINGTON NORTHERN INC.

By _____
Vice President

(Corporate Seal)

Attest:
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By _____
Vice President

(Corporate Seal)

Attest:
Assistant Secretary

_____
Bartlett Ford

Signed, sealed and acknowledged by all parties in the presence of:

Attesting Witnesses

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 15th day of August in the year 1980 before me personally came R. C. Burton, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 111 Kellogg Square, St. Paul, Minnesota; that he is the Vice President and Treasurer of Burlington Northern Inc., one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like order.

(Notarial Seal)

MAUREEN McSHANE
Notary Public, State of New York
No. 01MC4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 15th day of August in the year 1980 before me personally came R. E. Sparrow to me known, who, being by me duly sworn, did depose and say that he resides at 496 Dorchester Road, Ridgewood, New Jersey; that he is a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority.

(Notarial Seal)

ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 52-4620859
Commission Expires March 30, 1981

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 15th day of August, 1980, before me personally came Bartlett Ford, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(Notarial Seal)

SUE SCALCIONE
Notary Public, State of New York
No. 31-4649545
Qualified in New York County
Commission Expires March 30, 1981

STATE OF WISCONSIN }
Department of State } ss.

Received this 12th day of September A. D. 1980 at 2 o'clock P.M. and recorded in Vol. 57 of R R M on page 259-279

Secretary of State

STATE OF WISCONSIN DEPARTMENT OF INTEREST

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 by the Trustee of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, in its Notice No. 80-221 dated August 22, 1980, published in accordance with Bankruptcy Rule 8-509 (b), as being all that part of vacated Colby Street in the SW 1/4 of the SW 1/4 of Section 36 Township 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin described as follows:

Beginning at the westerly corner of Lot 2 of Certified Survey Map No. 885958 as recorded in Volume 7, Pages 262, 263 and 264 of Certified Survey Maps of Rock County, Wisconsin; thence South 6°42'03" West 40 feet; thence North 83°17'57" West 70.92 feet; thence North 30°06'11" West 9.68 feet; thence North 0°37'58" East 21.07 feet; thence North 88°33'25" East 79.75 feet to the place of beginning; containing 2,648.56 square feet, more or less.

Signed at Madison, Wisconsin, this 24 day of SEPTEMBER, 1980.

Witnessed by:

RICHARD BLOCK /s/

PAUL HEITMANN /s/
Wisconsin Department of Transportation

C. KEITH PLASTERER /s/

On this 24 day of SEPTEMBER, 198, before me, Paul C. 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.

LYNETTE K. PAULS /s/
Notary Public

(S E A L)

My Commission Expires APRIL 3, 1983

This document prepared by the Bureau of Railroad and Harbors

STATE OF WISCONSIN
Department of State } ss.
Received this 3rd day of October A. D. 19 80 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 280
Vue Phillips
Secretary of State

Executed in 15 counterparts of
which this is Counterpart No. 7

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THATA:

WHEREAS, by a certain lease of Railroad Equipment dated June 15, 1965, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated June 15, 1965, creating an equipment trust designated "GREAT NORTHERN RAILWAY THIRD EQUIPMENT TRUST OF 1965," by an among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) and Great Northern 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 June 18, 1965, ICC Recordation No. 3386, and certain items of reailroad equipment were added to said Lease by Supplemental Lease of Equipment dated and recorded as follows:

Supplemental Lease dated May 20, 1966, reocrded with the Interstate Commerce Commission on June 6, 1966, ICC Recordation No. 3386-A.

Supplemental Lease dated July 10, 1967, recorded with the Interstate Commerce Commission on August 3, 1967, ICC Recordation No. 3386-B.

Supplemental Lease dated September 5, 1968, recorded with the Interstate Commerce Commission on September 13, 1968, ICC Recordation No. 3386-G.

Supplemental Lease dated May, 1, 1969, recorded with the Interstate Commerce Commission on May 19, 1969, ICC Recordation No. 3386-D.

Supplemental Lease dated June 16, 1969, recorded with the Interstate Commerce Commission on July 3, 1969, ICC Recordation No. 3386-E.

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 convenanted 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 June 15, 1965, 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 following 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.

No. of Units	Description		Numbered
99	Gondolas	GN	78800-78801 BN 559600-559601), 78802-78803, 78804 (BN 559604), 78805-78806, 78807 (BN 559607), 78808-78809, 78810-78811 (BN 559610-559611), 78812-78814, 78815 (BN 559615), 78816, 78817 (BN 559617), 78818-78820, 78821-78822 (BN 559621-559622), 78823, 78824 (BN 559624), 78826 (BN 559626), 78827, 78828-78829 (BN 559628-559629), 78830-78833, 78834 (BN 559634), 78835, 78836-78841 (BN 559636-559641), 78842-78846, 78847-78848 (BN 559647-559648), 78849-78850, 78851 (BN 559651), 78852-78858, 78859-78860 (BN 559659-559660), 78861, 78862 (BN 559662), 78863-78864, 78865 (BN 559665), 78866, 78867 (BN 559667), 78868-78874, 78875 (BN 559675), 78876-78878, 78879 (BN 559679), 78880-78882, 78883 (BN 559633), 78884-78885, 78886 (BN 559686), 78887 (BN 614087), 78888-78893, 78894 (BN 559694), 78895-78897, 78898 (BN 559698), 78899.

292	Flat Cars	GN	161000 (BN 618446), 161001, 161002 (BN 618480), 161003 (BN 618525), 161004-161007 (BN 614004-614007), 161008 (BN 618410), 161009 (BN 618477), 161010 (BN 618544), 161011 (BN 618486), 161012 (BN 618498), 161013 (BN 618473), 161014 (BN 618438), 161015 (BN 618514), 161016 (BN 618506), 161017 (BN 618433), 161018 (BN 618429), 161019 (BN 618450), 161020 (BN 618406), 161021 (BN 618455), 161022 (BN 618534), 161023 (BN 618460), 161024 (BN 618467), 161025 (BN 618464), 161026 (BN 618487), 161027 (BN 618426), 161028 (BN 618529), 161029 (BN 618550), 161030 (BN 618545), 161031 (BN 618552), 161032 (BN 618412), 161033 (BN 618532), 161034 (BN 618402), 161035 (BN 618505), 161036, 161037 (BN 618535), 161038 (BN 614038), 161039 (BN 618434), 161040 (BN 618463), 161041 (BN 618448), 161042 (BN 618558), 161043 (BN 618510), 161044 (BN 618568), 161046 (BN 618497), 161047 (618570), 161048 (BN 618563), 161049, 161050 (BN 618494), 161051 (BN 618573), 161052 (BN 618547), 161053 (BN 618560), 161054 (BN 618411), 161055 (BN 618414), 161056 (BN 618472), 161057 (BN 618400), 161058 (BN 618466), 161060 (BN 618485), 161061 (BN 618427), 161062 (BN 618474), 161063 (BN 618431), 161064 (BN 618458), 161065 (BN 618546), 161066 (BN 614066), 161067-161068, 161069 (BN 618519), 161070 (BN 618425), 161071, 161073 (BN 618489), 161074 (BN 618439), 161075 (BN 618428), 161076 (BN 618527), 161077 (BN 618449), 161078 (BN 618401), 161079 (BN 618554), 161080 (BN 618430), 161081 (BN 618562), 161083 (BN 618526), 161084 (BN 618421), 161085 (BN 618454), 161086 (BN 618517), 161087, 161088 (BN 618469), 161089 (BN 614089), 161090 (BN 618490), 161091 (BN 618475), 161092 (BN 618471), 161093 (BN 618459), 161095 (BN 618556), 161096 (BN 614096), 161097 (BN 618538), 161098 (BN 618542), 161099 (BN 614099). 161100 (BN 618507), 161101, 161102-161103 (BN 618521-618522), 161104 (BN 618479), 161105 (BN 618511), 161106 (BN 618537), 161107 (BN 618436), 161108 (BN 618548), 161109 (BN 618496), 161110 (BN 618413), 161112 (BN 618452), 161113 (BN 618555), 161114 (BN 614114), 161115 (BN 618533), 161116 (BN 618512), 161117 (BN 618437), 161118 (BN 618499), 161119 (BN 614119), 161120 (BN 618435), 161121 (BN 614121), 161122 (BN 618423), 161123 (BN 618588), 161124 (BN 618403), 161125 (BN 618470), 161126 (BN 618478), 161127 (BN 618528), 161128 (BN 618405), 161129 (618539), 161130 (BN 618408), 161131 (BN 618508), 161132 (BN 618491), 161133, 161134 (BN 618445), 161135, (BN 618432), 161136 (BN 618541), 161137 (BN 618461), 161138 (BN 618523), 161139 (BN 618516), 161140 (BN 618557), 161141 (BN 618456), 161142 (BN 618582), 161143, 161144 (BN 618443), 161145 (BN 614145), 161146 (BN 618549), 161147 (BN 618424), 161148 (BN 618492), 161149 (BN 618500), 161150 (BN 618484), 161151 (BN 618451), 161152 (BN 618415), 161153 (BN 618513), 161154 (BN 618457), 161155 (BN 618462), 161156 (BN 618407), 161158 (BN 618441), 161159 (BN 618502), 161160 (BN

618551), 161161 (BN 618503), 161162 (BN 618476), 161163 (BN 618540), 161164 (618531), 161165 (BN 618543), 161166 (BN -14166), 161167 (BN 618481), 161168 (BN 618419), 161169 (BN 618524), 161170 (BN 614170), 161171 (BN 618442), 161172, 161173 (BN 618468), 161174 (618418), 161175 (BN 618416), 161176 (BN 618495), 161177 (BN 618553), 161178 (BN 618509), 161179 (BN 614179), 161180 (BN 618447), 161181 (BN 618422), 161182 (BN 614182), 161183 (BN 618504), 161184 (BN 618465), 161185 (BN 618483), 161186 (BN 618493), 161187 (BN 618440), 161188 (BN 618515), 161189 (BN 618404), 161190 (BN 618482, 161191, 161192 (BN 618518), 161193 (BN 618536), 161194 (BN614194), 161195 (BN 618488), 161196 (BN 618409), 161197 (BN 618520), 161198 (BN 618453), 161199 (BN 618420), 161200 (BN 618501), 161201-161202 (BN 614201-614202), 161203 (BN 618572), 161204, 161205 (BN 614205), 161207 (BN 614207), 161208 (BN 618571), 161209 (BN 618589), 161210 (BN 614210), 161211, 161212 (BN 614212), 161213 (BN 618580), 161214-161216 (BN 614214-614216), 161217 (BN 618575), 161218-161219 (BN 614218-614219), 161220 (BN 618585), 161221, 161222-161223 (BN 614222-614223), 161224 (BN 618574), 161225 (BN 614225), 161226 (BN 618593), 161227 (BN 618597), 161228-161229 (BN 614228-614229), 161230 (BN 618567), 161231-161233 (BN 614231-614233), 161234 (BN 618596), 161235 (BN 614235), 161236 (BN 168584), 161237 (BN 614237), 161238 (BN 618581), 161239-161240 (BN 614239-614240), 161241 (BN 618595), 161242-161243 (BN 614242-614243), 161244 (BN 618586), 161245 (BN 614245), 161246 (BN 618587), 161247 (BN 614247), 161248 (BN 618598), 161249 (BN 618565), 161250, 161251-161253 (BN 614251-614253), 161254 (BN 618578), 161255-161256 (BN 614255-614256), 161257 (BN 618579), 161258 (BN 614258), 161259 (BN 618417), 161260 (BN 618594), 161261 (BN 618577), 161262 (BN 614262), 161263, 161264 (BN 618591), 161265, 161266 (BN 614266), 161267 (BN 618599), 161268-161269 (BN 614268-614269), 161270 (BN 618566), 161271, 161272-161274 (BN 614272-614274), 161275 (BN 618592), 161276, 161277 (BN 618561), 161278 (BN 618559), 161279 (BN 614279), 161280 (BN 618576), 161281-161282 (BN 614281-614282), 161283 (BN 618569), 161284-161285, 161286-161288 (BN 614286-614288), 161289 (BN 618564), 161290-161292 (BN 614290-614292), 161293 (BN 168583), 161294-161296 (BN 614294-614296), 161297 (BN 168590), 161298-161299 (BN 614298-614299)

3	Flat Cars	GN	160537-160539
2	Flat Cars	GN	60708 (BN 610368), 60709
2	Flat Cars	GN	60738 (BN 610398), 60739 (BN 610369)
69	Box Cars	GN	200000 (BN 749200), 200001 (BN 748866), 200002-200005 (BN 749202-749205), 200006, 200007 (BN 749207), 200009, 200012, 200013 (BN 749213), 200015-100017, 200018 (BN 749218), 200019, 200020 (BN 749220), 200021-200022, 200023-200024 (BN 749223-749224), 200025, 200026, 200027-200033 (BN749227-749233), 200034, 200035-200037 (BN 749235-749237), 200038, 200039-200045 (BN 749239-749245), 200046, 200047-200048 (BN 749247-749248), 200049-200050, 200051 (BN749251), 200053-200057 (BN 749253-749257), 200058-200059, 200060-200063 (BN

749260-749263), 200065-200071 (BN 749265-749271), 200072, 200073-200074 (BN 749273-749274)

1	Covered Hopper Car	GN 71673
1	Covered Hopper Car	GN 71683
1	Hopper Car	GN 520609

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 affixed and attested by its officers thereunto duly authorized this 23rd day of SEPTEMBER, 1980.

CITIBANK, N.A.

By RALPH E. JOHNSON /s/
Senior Trust Officer

(SEAL)

ATTEST:

THERESA HUGHES /s/
Trust Officer

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

On this 23rd day of September, 1980, 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.

H. DOUGLAS HUNTER /s/
H. Douglas Hunter
Notary Public State of New York
No. 31 -- 4797995
Qualified in New York County
Term Expires March 30, 1981

(NOTARIAL SEAL)

STATE OF WISCONSIN)
Department of State) ss.
Received this 6th day of Oct. A. D. 19 80 at 10 o'clock A M. and recorded in Vol. 57 of R.R.M. on page 280-284
Secretary of State

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 Distric Court for the Northern Districk 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 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 REDEVELOPMENT AUTHORITY OF THE CITY OF BELOIT, a Municipal Corporation, 220 W. Grand Ave., Beloit, Wisconsin 53511, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate, to-wit:

All that part of vacated Colby Street in the SW 1/4 of the SW 1/4 of Section 36, Township 1 North, Range 12 East, of The 4th P.M., City of Beloit, Rock County, Wisconsin described as follows:

Beginning at the westerly corner of Lot 2 of Certified Survey Map No. 885958 as recorded in Volume 7, Pages 262, 263 and 264 of Certified Survey Maps of Rock County, Wiscon; thence South 6°42'03" West 40 feet; thence North 83°17'57" West 70.92 feet; thence North 30°06'11" West 9.68 feet; thence North 0°37'58" East 21.07 feet; thence North 88°33'25" East 79.75 feet to the place of beginning; containing 2,648.56 square feet, more or less.

The 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 SEPTEMBER 18, 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 /s/
Asst. Vice President

WITNESS:

G. G. GRUDNOWSKI /s/
For said Trustee Secretary

This transaction is exempt from Wisconsin Real Estate Transfer Fee under Section 77.25 (2).

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)
) SS
COUNTY OF C O O K)

On this SEPTEMBER 18, 1980 , before me, the ndersigned, 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 persons named in and who executed the foregoing, instrument, and acknowledged that he executed the name as his voluntary act and deed on behalf of the Trusee aforesaid.

STATE OF WISCONSIN)
Department of State) ss.
Received this 8th day of October A. D. 19 80 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 285-286
Vel R. Phillips
Secretary of State

(S E A L)

RAYMOND H. KEEGAN /s/
Notary Public, Cook County, Ill.
My Commission Expries Nov. 30, 1983

EASEMENT DEED NO. 82019

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($1,700.00), grants a permanent easement to MILWAUKEE COUNTY, WISCONSIN, GRANTEE, for the construction, reconstruction, maintenance and repair of a public highway, including bridge structures and structure supports and foundations, and such facilities related to the use and enjoyment of a public highway as may be deemed necessary for public purposes, including underground conduits, drainage facilities and sewers, over, upon, under and across the following described real estate situated in the County of Milwaukee and the State of Wisconsin, to wit:

That portion of the Southwest Quarter of Section 35, Township 6 North, Range 22 East and the korthwest Quarter of Section 2, Township 5 North, Range 22 East being a strip of land 110 feet wide centered on the Township line bordering the aforesaid quarter sections and crossing the lands of the Chicago and North Western Transportation Company in the Cities of Cudahy and South Milwaukee.

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 from 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 9th day of SEPTEMBER , 1980.

Signed, Sealed and Delivered in Presence of:

ROBIN BOURNE - CARIS /s/
Robin Bourne-Caris

LORETTA A. MORTENSON /s/
Loretta A. Mortenson

CHICAGO & NORTH WESTERN TRANSPORTATION COMPANY

By ROBERT W. MICKEY /s/
Robert W. Mickey, Vice President

Attest J. S. EDWARDS /s/
J. S. Edwards, Assistant Secretary

(S E A L)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 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 9th of SEPTEMBER , 1980.

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

(S E A L)

My Commission Expires: NOVEMBER 8, 1980

This instrument was prepared by Chicago and North Western Transportation Company, 400 west Madison Street, Chicago, IL 60606.

STATE OF WISCONSIN)
Department of State) ss.
Received this 9th day of October A. D. 19 80 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 286-287
Vel R. Phillips
Secretary of State

EASEMENT DEED NO. 82015 Authorization No. P-605

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of TWO THOUSAND SIX HUNDRED TWENTY-TWO AND NO/100 DOLLARS ($2,622.00), grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to BROWN COUNTY, WISCONSIN, GRANTEE, upon, under and across the following described real estate situated in the County of Brown, and the State of Wisconsin, to wit:

Commencing at a point located 1,345.063 feet North of and 3,981.802 feet West of the East Quarter corner of Section 16, T23N, R21E, said point being on the reference line of CTH "jj"; thence N 71°56'23" E along said reference line 236.88 feet to "Point A" and a perpendicular line, "Line A", "Point A" also being point of curve of radius 763.94 feet, and describing a point located 100.00 feet Southeasterly of "Point A" along "Line A" as "Point B"; thence Easterly along the arc of said curve to the right and said reference line 72.52 feet to "Point C"; thence N 38°48'59" W along the centerline of the main track of the Chicago and North Western Transportation Company 84.68 feet to "Point D" and a perpendicular line, "Line D", and describing a point located 75.00 feet Northeasterly of "Point D" along "Line D" as "Point E" and also describing a point located 60.00 feet Southwesterly of "Point D" along "Line D" as "Point F"; thence S 38°48'59" E along said centerline to "Point C"; thence Easterly along the arc of said curve to the right 264.14 feet to "Point G" and a perpendicular line, "Line G", and describing a point located 100.00 feet Southwesterly of " point G" along "Line G" as "Point H"; thence Westerly along the arc of said curve to the left to and through the Northeasterly right of way line of said Chicago and North Western Transportation Company; thence Southeasterly along said right of way line to a point, said point being located on the arc of a curve between "Point B" and "Point H" having a radius of 663.94 feet, said point hereinafter referred to as "Point I" and the "Point of Beginning"; thence Westerly along the arc of said curve to the left to and through the Southwesterly rightof way line fo said Chicago and North Western Transportation Company; thence Northwesterly along said right of way line to and throughthe Southerly boundary of J727 134, Brown County Register of Deeds; thence Northeasterly along said boundary 15.00 feet to the Southeasterly corner of J727 134, Brown County Register of Deeds; thence Northewesterly to "Point F"; thence Northeasterly to "Point E"; thence Southeasterly to "Point I" and the "Point of Beginning".

Said parcel contains 0.67 acres, more or less.

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right ot 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 ot 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 exprense in and about the cost of acquiring, constructing, grading, paving, or other things necessary or expedient for th eimprovement or use of said described real estate or any part thereof for highway purposes.

DATED this 9th day of SEPTEMBER, 1980.

Singed, Sealed and Delivered in Presence of:

ROBIN BOURNE-CARIS /s/
Robin Bourne-Caris

LORETTA A. MORTENSON /s/

CHICAGO AND NORTH WESTERN TRANSPORATION COMPANY

By ROBERT W. MICKEY /s/
Robert W. Mickey, Vice President

(S E A L)

Attest J. S. EDWARDS /s/
J. S. Edwards, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 TRANSPORATION 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 fo 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 theuses 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 9th of SEPTEMBER, 19 80.

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

(S E A L)

My Commission Expires: NOVEMBER 8, 1980

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

STATE OF WISCONSIN } ss.
Department of State
Received this 14th day of October, A. D. 19 80 at 2:30 o'clock P. M. and recorded in Vol. 51 of R R M on page 288-289
Secretary of State

1684039 Authorization No. P-665

DEED NO. 82023

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, IL for the consideration of SIX THOUSAND EIGHT HUNDRED FORTY AND NO/100 ---------- DOLLARS ($ 6,840.00), conveys and quitclaims to EMC ASSOCIATES, a Wisconsin general partnership of 1912 Atwood Ave., Madison, Wisconsin GRANTEE, all interest in the following described real estate situated in the City of Madison , County of Dane , and the State of Wisconsin, to wit:

Those parts of Lots 1, 2 and 3 of Block 281 Farwell's Replat and Addition to Madison and of an unnamed street lying Southwesterly of and adjoining said Block 281, all in the Southeast Quarter of the Southwest Quarter of Section 6, Township 7 North, Range 10 East of the Fourth Principal Meridian, described as follows: Commencing at a point on the Noirtheasterly right-of-way line of South First Street at a distance of 50 feet Southeasterly, measured at right angles, from the center line of the main track of the Milwaukee and Madison Railway Company (now the Chicago and North Western Transportation Company) as said main track center line was originally located and established across said Section 6; thence N 35°42'51" E, parallel with the said original main track center line, 615.03 feet to the point of beginning of this parcel; thence N 47°02' W, 20.21 feet; thence Northeasterly on a line parallel with and distant 30 feet Southeasterly, measured at right angles, from the center line of the main track of Chicago and North Westn Transportation Company, as said main track is now located, to the Southwesterly line of Second Street as it is presently located; thence Southeasterly on the Southwesterly line of Second Street to a point 50 feet, measured at right angles,from the said center line of main track, thence Southwesterly on a line parallel with and distant 50 feet Southeasterly, measured at right angles from the center line of said main track, to the said 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 hte repair, reconstruction and replacement thereof.

By the acceptance of this conveyance Grantee, for itself, its successors and assigns, agrees:

1. To erect and maintain, at its own expense, a fence along the northwesterly line of the above described real estate, in the event a fence is required subsequent to this conveyance, by Grantor, its successors and assigns, or any governmental body having jurisdiction.

2. That no buildings, structures, trees, shrubbery or other obstructions to view shall be placed on the following:

   That part of the above described real estate lying Northwesterly of a straight line drawn from the most Easterly corner thereof, to a point on the Northwesterly line thereof, distant 50 feet Southwesterly from the most Northerly corner thereof.

3. 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 15th day of SEPTEMBER, 19 80.

Signed, Sealed and Delivered in Presence of:

ROBIN BOURNE-CARIS /s/
Robin Bourne-Caris

LORETTA A. MORTENSON /s/
Loretta A. Mortenson

Chicago and North Western Transportation Company

By ROBERT W. MICKEY /s/
Vice President

Attest J. S. EDWARDS /s/
Assistant Secretary

(S E A L)

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

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 the 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 15th of SEPTEMBER, 1980.

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

(S E A L)

My Commission Expires: November 8, 1980

STATE OF WISCONSIN
Department of State } ss.
Received this 6th day of November A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 290 291
Val Phillips
Secretary of State

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 thelaws 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 EMC ASSOCIATES, a Wisconsin general partnership----------

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 Madison, County of Dane, and the State of Wisconsin----------

and described as follows, to wit:

Those parts of Lots 1, 2, and 3 of Block 281 Farwell's Replat and Addition to Madison and of an unnamed street lying Southwesterly of and adjoining said Block 281, all in the Southeast Quarter of the Southwest Quarter of Section 6, Township 7 North, Range 10 East of the Fourth Principal Meridian, described as follows: Commencing at a point on the Northeasterly right-of-way line of South First Street at a distance of 50 feet Southeasterly, measured at right anglesk from the center line of the main track of the Milwaukee and Madison Railway Company (now the Chicago and North Western Transportation Company) as said main track center line was originally located and established across said Section 6; thence N 35°42'51" E, parallel with the said original main track center line, 615.03 feet to the point of beginning of this parcel; thence N 47°02'W, 20.21 feet; thence Northeasterly on a line parallel with and distant 30 feet; thence No-rtheasterly on a line parallel with and distant 30 feet Southeasterly, measured at right angles, from the center line of the main track pf Chicago and North Western Transportation Company, as said main track is now located, to the Southwesterly line of Second Street as it is presently located; thence Southeasterly on the Southwesterly line of Second Street to a point 50 feet, measured at right angles, from the said center line of main track; thence Southwesterly on a line parallel with and distant 50 feet Southeasterly, measured at right angles fromthe center line of said main track, to the said 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 14th day of OCTOBER , A.D., Nineteen Hudnred and Eighty.

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

By A. R. MENARD /s/
A. R. MENARD Vice President

(S E A L)

ATTEST:

J. H. SCHMELTZER /s/
Trust Officer

WITNESSES:
TO THE SIGNATURE OF THE OFFICERS OF
THE FIRST NATIONAL BANK OF CHIAGO:

R. E. SCHUTEN /s/

R. C. KECH /s/

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, C. KECH a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that A. R. MENARD and J. H. SCHMELTZER 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 person 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 A. R. MENARD resides IN OAK PARK, ILLINOIS and that J. H. SCHMELTZER 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 Assication 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 Associaton; and that said Association executed said instruemnt 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 OCTOBER A.D., Ninetee Hundred and Eighty.

(S E A L)

C. KECH /s/
C. Kech Notary Public
In and for the County of Cook in the
State of Illinois

My Commission as such
Notary Public Expires: JULY 9, 1984

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 4th day of December A. D. 19 80 at 16 o'clock P. M. and recorded in Vol. 51 of L R M on page 292 293
Vel R. Phillips
Secretary of State

EXECUTED IN 30 COUNTERPARTS

of which this if No. 28

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

AS

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT

WHEREAS, Northern Pacific Railway Company, 9hereinafter called "Northern Pacific"), a corporation organized and esisting under the laws of the State of Wisconsin and Guaranty Trust Company of New York, (now Morgan Guaranty Trust Company of New York), as Trustee (hereinafter called the "Trustee"), a New York trust company, executed and delivered a Mortgage dated June 15, 1900, (hereinafter, as supplemented, called the "Mortgage"); and

WHEREAS, the Mortgage authorized not more than $20,000,000 aggregate principal amount at any one time outstanding of Northern Pacific's St. Paul-Duluth Division Mortgage Four Per Cent Gold Bonds, (the "Bonds"), issuable as coupon Bonds and as fully registered Bonds without coupons, both equally secured, due December 1, 1996; and

WHEREAS, $10,419,000 aggregate principal amount of the Bonds were actually issued; and

WHEREAS, the Mortgage has been supplemented by indentures made July 1, 1902, April 6, 1908, June 1, 1920, April 24, 1937, April 27, 1942, December 30, 1943, March 2, 1970 and October 14, 1976 (individually a "Supplemental Indenture" and collectively, the "Supplemental Indentures"); and

WHEREAS, by that Supplemental Indenture dated March 2, 1970, Burlington Northern Inc. (the "Company") became the corporate successor of, and was substituted for, Northern Pacific under the Mortgage, and the Company assumed the due and punctual payment of the principapl and interest on all Bonds issued under, and secured by, the Mortgage, and assumed the performance of all the convenants and conditions of the Mortgage therein provided to be performed by Northern Pacific; and

WHEREAS, the Company and the Trustee have entered into an Escrow Agreement dated as of November 12, 1980 (th "Escrow Agreement") pursuant to which the Company has deposited with the Trustee as payment for all the Bonds presently outstanding monies equal to the principapl amount of such Bonds with interest thereon to their date of maturity; and

WHEREAS, the Company has demanded that the Trustee discharge the Mortgage and has demanded that the Trustee deliver for filing an instrument of satisfaction with respect to the Mortgage:

NOW, THEREFORE, in compliance with said demand and full compliance by the Company with all of the terms and conditions of the Escrow Agreement, and, for valuable consideration, the receipt of which is hereby acknowledged, the Trustee does hereby acknowledged, the Trustee does hereby release and quitclaim forever unto the Company, its successors and assigns, all and every estate, property, right, title, interest, and demand which the Trustee may have under the Mortgage to all property subject to the lien of the Mortgage and agrees that the estate, rights, title, and interest granted by the Mortgage to the Trustee have ceased, determined and become null and void; the Trustee hereby consents that all liens created by the Mortgage may be cancelled, discharged, satisfied, and released of record; the Trustee hereby discharges the Mortgage from record and hereby authorizes any recording officer in whose office the Mortgage shall have been recorded to cancel the Mortgage upon the reocrds in his office.

This Satisfaction of Mortgage, including the foregoing cancellation, discharge, satisfaction and reconveyance, is made and accepted without representation, warranty or covenant of any kind, either expressed or implied, in law or in equity, of the undersigned, and shall in all respects be without recourse against the undersigned in any event or any contingency. The recitals herein are made on the basis of information furnished by the Company and the undersigned assumes no responsibility for the accuracy thereof.

This instrument is executed in a number of counterparts for the convenience of recording, each part so executed being an original, and the counterparts together constitute the same instrument which shall be sufficiently evedenced by an original counterpart.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its corporate name, and its corporate seal to be affixed and attested by officers duly authorized as of this 12th day of November, 1980.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee

R. E. SPARROW /s/
By R. E. Sparrow
Vice President

(SEAL)

[Corporate Seal]

ATTEST:

/s/
Assistant Trust Officer

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

On this 12th day of November, A.D. 1980, before me, a Notary Public in and for said County in said State aforesaid, duly commissioned and acting as such, appeared R. E. Sparrow, personally known to me and known by me to be the person who executed the within and foregoing instrument in the name and on behalf of Morgan Guaranty Trust Company of New York who, being by me duly sworn, did depose and say that he is a Vice President of Morgan Guaranty Trust Company of New York, the corporation described in and that executed the said instrument, and he acknowledged said instrument so executed to be his free act and deed and the free act and deed of said corporation, and on oath stated that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors of said corporation, and that the seal affixed to said instrument is the coporate seal of said corporation.

Witness my hand and official seal the day and year aforesaid.

MAUREEN MeSHANE /s/
Maureen MeShane
Notary Public, state ofNew York
No. 01MC4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

NOTARIAL SEAL

(SEAL)

State Deed Tax Due Hereon: None
Mortgage Registration Tax Due Hereon: None
Real Property Taxes for the Within Described Real Property Should be sent to:

Director, Property Taxes
Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Morgan Guaranty Trust Company
of New York
Attn: Corporate Trust
Department
30 West Broadway
New York, New York 10015

Burlington Northern Inc.
Attn: Director of Property
Management
176 East Fifth Street
St. Paul, Minnesota 55101

This instrument was drafted by:

Ms. Andrea B. Brewer
Davis, Polk & Wardwell
1 Chase Manhattan Plaza
New York, New York 10005
Tel: (212) 530-4443

When Recording is Complete, Please Return To:

Sarah Anderson
Title Insurance Col of Minnesota
Title Insurance Building
Minneapolis, Minnesota 55401

STATE OF WISCONSIN } ss.
Department of State
Received this 24th day of
November A. D. 19 80 at 4
o'clock P. M. and recorded in Vol.
31 of R.R.M.
on page 293-295
Secretary of State

THIS INDENTURE, made this 17th day of November , 1980, 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 Three Thousand Two Hundred Thirty and No/100 Dollars ($3,230.00) 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 upon and across lands owned by said Company at the following described location in Winnebago County, Wisconsin, to-wit:

That part of the Soo Line Railroad Company right of way, in the NE 1/4 - SE 1/4 Section 17, T20N, R17E, lying between lines 50 feet distant on each side of and parallel with the west frontage road centerline, described as follows: Beginning at a point on the south section line, 540.88 feet S 88° 46' 39"W of the southeast corner of said Section 17; Thence N 16° 14'30"E 356.32 feet; Thence northerly along the arc of a 603.11 foot radius curve to the left, 463.15 feet; Thence N 27°45'30"W 133.39 feet; Thence northerly along the arc of a 636.62 foot radius curve to the right, 296.79 feet; Thence N 1°02'50"W 181.04 feet; Thence northeasterly along the arc of a 572.96 foot radius curve to the right 610.42 feet; Thence N 59°59'40"E to the northeasterly right of way line of said railroad.

ALSO

That part of the Soo Line Railroad Company right of way, in the SW 1/4 - SW 1/4 Section 16, T20N, R17E, lying between lines 40 feet distant on each side of and parallel with the east frontage road centerline, described as follows: Beginning at a point on the south section line 363.59 feet N 88°23'04"E of the southwest corner of said Section 16, Thence N 1° 21'35"W 306.15 feet; Thence northerly along the arc of a 818.51 foot radius curve to the right 381.36 feet; Thence N 25°20'07"E to the northeasterly right of way line of said railroad.

containing 0.45 acres, more or less.

The Company reserves the right and privilege to use the above described land for the construction, maintenance and operation of railroadtracks 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:

MARY LOU PSYK /s/
Mary Lou Psyk

R. D. SWANELL /s/
R. D. Swanell

SOO LINE RAILROAD COMPANY

By THOMAS M. BECKLEY /s/
Its President
Thomas M. Beckley

ATTEST:

(S E A L)

By ARLENE R. HOLMES /s/
Its Secretary
Arlene R. Holmes

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 17th day of NOVEMBER, 1980. 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 fo said corporation by its authority.

SANDRA L. BERGE /s/
Sandra L. Berge
NOTARY PUBLIC, MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 3, 1985

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, MN 55402

STATE OF WISCONSIN)
Department of State) ss.
Received this 16th day of December A. D. 19 80 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 295-296
Secretary of State

This Indenture, Made by GREEN BAY 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 State of Wisconsin, Department of 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, thereon and protect any vegetation existing on said lands, and the right ot 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 Kewaunee County, Wiconsin, described as:

That land of the owner in the SW 1/4 - SE 1/4 Section 15, T24N, R23E described as follows:

Commencing at the south one quarter corner of said Section 15; thence N 30°50'24' W, 334.95 feet; thence N 34°08'02" E, 249.09 feet; thence N 32°15'11" E, 627.81 feet to the point of beginning; thence N 57°44'49" W, 60.00 feet to a point on the STH 54 reference line; thence along said line N 32°15'11" E, 200.00 feet; thence S 57°44'49" E, 60.0 feet; thence S 32°15'11" W 200.00 feet to the point of beginning.

(Continued on page 2)

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in Sec. 32.09 Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in Sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist the owner may file claims as provided in Sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by JOSEPH R. GALASSI, its President, and countersigned by ROBERT L. GOETHE, its Secretary, at GREEN BAY, Wisconsin, and its corporate seal to be hereunto affixed, this 3rd day of NOVEMBER, A.D., 19 80.

Signed and Sealed in Presence of

GREEN BAY AND WESTERN RAILROAD COMPANY
Corporate Name
JOSEPH R. GALASSI /s/
President

Countersigned:
ROBERT L. GOETHE /s/
Secretary

STATE OF WISCONSIN
County ss.

RECEIVED FOR RECORD

DAY OF

A.D., 19 ___, AT

O'CLOCK M. AND RECOREDED IN VOL.

OF PAGE

COUNTY

Personally came before me, this 3rd day of NOVEMBER, A.D., 19 80, JOSEPH R. GALASSI, President, and , 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 acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(S E A L)

JOHN W. JAMESON /s/

Notary Public, BROWN County, Wisconsin

My commission expires AUG. 28, A.D., 19 83.

Negotiated by

(S E A L)

Parcel No. 54

Said parcel contains 0.12 acre, more or less, exclusive of all lands previously acquired or now used for highway purposes.

Reserving, however, unto the grantor its successors and assigns the right ot construct, reconstruct, operate, maintain, repair and renew such of its facilities as are now or such additional 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 street or 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.

STATE OF WISCONSIN)
Department of State) ss.
Received this 5th day of January A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 296-297
Secretary of State

Authorization No. P-715

DEED NO. 82105

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of ONE THOUSAND SIX HUNDRED TWENTY AND NO/100----------DOLLARS ($1,620.00), 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 Marquette, and the State of Wisconsin, to wit:

A parcel of land in part of Government Lot 3 and Government Lot 4, Section 30, Township 15 North, Range 9 East, described as follows: All that land in Government Lot 3 and Government Lot 4 lying southerly of existing centerline of Chicago and North Western Transportation Company main track and lying westerly of the west right of way line of abandoned Wisconsin Central Railroad Company and a line 693.5 feet southwesterly of and normal to the existing centerline of Chicago and North Western Transportation Company; also a parcel of land in said Government Lot 4 lying between a line 193.5 feet southwesterly of and normal to said existing centerline of Chicago and North Western Track and a line 191.5 feet northeasterly of and normal to said centerline of Chicago and North Western track, and between a line 140 feet east of and parallel to the northbound reference line of USH 51 as proposed March 16, 1979 and the east right of way line of said abandoned railroad. Also, a parcel of land in said Government Lot 4 lying between the existing centerline of Chicago and North Western track and a line 306.5 feet northeasterly of and normal to the existing centerline of Chicago and North Western track and westerly of the west right of way line of the abandoned Wisconsin central Railroad Company. Also a parcel of land in said Government Lot 4 lying between a line 200 feet southwesterly of and normal to said existing centerline of the Chicago and North Western track and a line 191.5 feet northeasterly of and normal to said centerline of Chicago and North Western track and between the east and west right of way lines of the abandoned Wisconsin Central Railroad Company. The northbound reference line of USH 51 as proposed March 16, 1979 crosses the south line of Section 30, Township 15 North, Range 9 East at a point 239.33 feet S 89°13'23" E of the southwest corner of said Section 30 and extends N 0°46'37" E, 2,200 feet. EXCEPTING that land lying 75 feet northeasterly and 75 feet southwesterly of and parallel to the existing centerline of Chicago and North Western Transportation Company main track. Said parcel contains 3.60 acres, more or less, exclusive of all lands previously acquired or now used for highway purposes.

Subject to any and all public or private utilities now located on the above described real estate.

THIS CONVEYANCE is made by said Chicago and North Western Transportation Company, successor Mortgagor, free from the Mortgage Lien, in accordance with the provisions of Section 2, Article VIII of the following instrument, to wit:

> Indenture of Mortgage and Deed of Trust from Chicago and North Western Railway Company to The First NationalBank of Chicago, Trustee, dated January 1, 1939, and effective June 1, 1944, as supplemented and amended, 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.

AS FURTHER EVIDENCE of the Chicago and North Western Transportation Company's authorization to make this conveyance, it is hereby certified on behalf of the Company that the land heretofore described, and constituting part of the roadway of said Company, is no longer useful to said Company, and has been retired from use: that the aggregate fair value of all lands sold or otherwise exchanged or disposed of in accordance with the provisions of Section 2, Article VIII of said instrument above referred to, in the calendar year of 1980, as of the date hereof, including said land heretofore described, is not more than $100,000.00.

DATED this 18th day of NOVEMBER, 19 80.

Chicago and North Western Transportation Company

Signed, Sealed and Delivered in Presence of:

By ROBERT W. MICKEY /s/
Robert W. Mickey, Vice President

ROBIN BOURNE-CARIS /s/
Robin Bourne-Caris

Attest JOAN A. SCHRAMM /s/
Joan A. Schramm, Assistant Secretary

LORETTA A. MORTENSON /s/
Loretta A. Mortenson

(S E A L)

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

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 instrumetn is the seal of said corporation; and that said corporation executed and 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 NOVEMBER, 19 80.

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

(S E A L)

My Commission Expires: NOVEMBER 8, 1984

STATE OF WISCONSIN)
Department of State) ss.
Received this 5th day of January A.D. 19 81 at 10 o'clock a. M. and recorded in Vol. 51 of P.R.M. on page 297-299
Secretary of State

Authorization No. P-715

EASEMENT DEED NO. 82106

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of FIVE HUNDRED AND NO/100 ($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, upon, under and across the following described real estate situated in the County of Marquette and the State of Wisconsin, to wit:

All that property in Government Lot 4, Section 30, Township 15 North, Range 9 East, lying between the west line of Government Lot 4 and the east proposed right of way of USH 51 (March 16, 1979) and 75 feet each side of and parallel to the following described line: Commencing at the West Quarter Corner of said Section 30, thence S 0°24'00" E, 670.40 feet along the west section line of said Section 30 to the point of intersection of the existing Chicago and North Western Transportation Company railroad track centerline (this point referred to as Sta. 103 "R" + 17.46 on the right of way plat for Project I.D. 1161-03-22 and filed with the County clerk of Marquette County), thence N 57°54'56" W 100 feet to the point of beginning for aforesaid line, thence southeasterly 700 feet along the existing centerline of said railroad track. This parcel contains 1.70 acres, more or less, exclusive of lands previously dedicated or used for roadpurposes.

Excepting and Reserving, however, unto the Grantor, its lesses, 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 irght 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 for any and all purposes, not inconsistent with the use thereof for highway puposes. 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, granding, paving, or other things necessary or expedient for the improvement or use of said described real estate or any part thereof for highway purposes.

STATE OF WISCONSIN } ss.
Department of State
Received this 5th day of January A. D. 19 81 at 10 o'clock a. M. and recorded in Vol. 51 of R R M on page 299-1300
Vel Phillips
Secretary of State

DATED this 18th day of NOVEMBER, 1980.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

ROBIN BOURNE-CARIS /s/
Robin Bourne-Caris

By ROBERT W. MICKEY /s/
Robert W. Mickey, Vice President

LORETTA A. MORTENSON /s/
Loretta A. Mortenson

Attest JOAN A. SCHRAMM /s/
Joan A. Schramm, Assistant Secretary

(S E A L)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 COMPANU, 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 corpration, 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 NOVEMBER, 19 80.

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

My Commission Expires: November 8, 1984

APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, A CERTAIN FIRST MORTGAGE dated as of January 1, 1954, was made between Wisconsin Central Railroad Company and First National Bank of Minneapolis and Frank B. Weck as Trustees, whereby said Wisconsin Central Railroad Company mortgaged and pledged to the said Trustees and their successors in trust and assigns, all and singular its properties (except certain property expressly reserviced) in trust for the purpose of securing the principal and interest of bonds issued and to be issued under said First Mortgage;

AND WHEREAS, Said First Mortgage was assumed by the Soo Line Railroad Company as of January 1, 1961;

AND WHEREAS, Frank B. Krause, the Individual Trustee (successor to Frank B. Weck, Individual Trustee) under date of December 30, 1980, gave notice of his resignation as Individual Trustee under said Mortgage to Soo Line Railroad Company and to First National Bank of Minneapolis, as Trustee, such resignation to become effective March 16, 1981, or upon the earlier appointment of a successor;

NOW THEREFORE, the undersigned as the Corporate Trustee, under said First Mortgage as supplemented does hereby accept the said resignation and hereby appoints effective immediately James L. Anderson as Successor to Frank B. Krause as Individual Trustee.

The foregoing appointment is made in accordance with said First Mortgage as supplemented and particularly, Sections 12 and 13 of Article XV thereof.

IN WITNESS WHEREOF, Frist National Bank of Minneapolis by one of its Vice Presidents has caused its corporate name and seal to be hereunto affixed, this 5th day of JANUARY 1981.

In the presence of:

FIRST NATIONAL BANK OF MINNEAPOLIS as Corporate Trustee under the above mentioned First Mortgage as supplemented

T. GROMHARD / s/

G. S. KESSLE /s/

By J. SCANLAN /s/
Vice President

By R. A. KORTGARD /s/
Assistant Secretary

(Corporate Seal)

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 5th day of JANUARY, 1981 before me, a Notary Public in and for said County and State, personally appeared J SCANLAN, Vice President, and R. A. KORTGARD Assistant Secretary of First National Bank of Minneapolis, one of the corporations described in and which executed foregoing instrument, to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary of said corporation; that the seal affixed to the said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said J SCANLAN and R. A. KORTGARD acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntary executed.

KAY F. ROBINSON /s/

(NOTARIAL SEAL)

The undersigned hereby accepts, effective immediately, appointment as successor to Frank B. Krause as Individual Trustee under the described First Mortgage as supplemented.

JAMES L. ANDERSON /s/

Dated: JANUARY 5, 1981

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 5th day of JANUARY , 1981, before me, a Notary Public in and for said County and State, personally appeared James L. Anderson, personally known to me to be the person named in and who executed the foregoing instrument, and acknowledged to me that he executed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

(NOTARIAL SEAL)

KAY F. ROBINSON /s/

STATE OF WISCONSIN ss.
Department of State
Received this 30th day of
January A.D. 19 81 at 10
o'clock A.M. and recorded in Vol.
51 of R.R.M.
on page 302
Secretary of State

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00)----------
in hand paid, and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION all its right, title, interest and claim in and to the following described lands and property situated in the County of Green and Dane and State of Wisconsin to-wit:

SALE OF MADISON DISTRICT '(Wisconsin Portion)

All of Grantor's right of way of varying widths including any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other Rialroad owned improvements and fixtures thereon, on, over and across Sections located in Green and Dane Counties, Wisconsin:

GREEN COUNTY, WISCONSIN
TOWNSHIP 1 NORTH, RANGE 7 EAST

Sections 34, 27, 26, 23, 22, 15, 10 and 3;

TOWNSHIP 2 NORTH, RANGE 7 EAST

Sections 34, 35, 26, 23, 24, 13, 12 and 1; excepting, however, at Monroe, first (begin at the point where a line that lies parallel with and 125 feet normally distant southerly from the centerline of the Illinois Central Gulf Railroad Company' s Madison District main track intersects West line of 14th Avenue, and run westerly along said parallel line, 1595 feet, more or less, to the West line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence North along the West line of said Quarter/Quarter, 90 feet, more or less, to a line that lies parallel with and 50 feet normally distant southerly from the centerline of said main track; thence easterly along the last said parallel line, 1180 feet; thence northerly at a right angle to the last described course, 25 feet, more or less, to a line that lies parallel and/or concentric with and 10 feet normally distant southerly from the centerline of Grantor's East Business Track; thence easterly along the last said parallel line, 420 feet, more or less, to said West line of 14th Avenue; thence South along the last said West line, 110 feet, more or less, to said point of beginning); second (from the Southeast corner of Lot 3 in the first addition to Mansion Estates subdivision, run S 73° 25' 08" W, 10.39 feet ot the pont of beginning; thence S 36° 09' 59" E, 95.07 feet, more or less, to a point 50 feet normally distant northerly from the centerline of said main track; thence westerly along said parallel line, 650 feet, more or less, to the East lineof 14th Avenue; thence North along said East line, 330 feet, more or less, to a point 124.4 feet South from the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 35; thence easterly in a straight line, 488 feet, more or less, to said point of beginning); third (begin at the Southeast corner of a parcel of land conveyed by the former Illinois Cenntral Railroad Company to Leland L. Lamboley by deed dated June 27, 1951, and run easterly parallel with and 23.5 feet northerly from the centerline of said main track, 70 feet; thence northerly at a right angle to said parallel line, 21.5 feet; thence easterly parallel with and 45 feet normally distant northerly from the centerline of said main track, 190 feet; thence northerly at a right angle to the last said parallel line, 60 feet, more or less to Grantor's North property line; thence westerly along said North property line, 400 feet, more or less, to the Northeast corner of a parcel of land conveyed by Grantor to R. P. Regez and B. D. Regez by deed dated January 6, 1975; thence S 36° 09' 59" E along the East line of said Regez property, 20 feet, more or less, to the Northwest corner of said Lamboley property; thence easterly along the North line of said Lamboley property, 137.4 feet to

the Northeast corner thereof; thence southerly along the East line of said Lamboley property, 86.5 feet to said point of beginning); fourth (from the point where a line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West line of 17th Avenue, run westerly along said parallel line, 375 feet to the point of beginning; thence northerly at a right angle to the last described course, 114.6 feet; thence westerly parallel with and 35.4 feet southerly from the centerline of said main track, 520 feet, more or less, to the East line of 14th Avenue; thence South along the last said East line, 135 feet, more or less, to said line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence easterly along the last said parallel line, 600 feet, more or less, to said point of beginning); and fifth (begin at the point where a line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West lineof 17th Avenue, and run North along an extension of said West line, 30 feet, more or less, to a corner of the property conveyed by Grantor to the Dorman Storage Corp., by deed dated February 14, 1980; thence westerly along a northerly line of said Dorman property, 104 feet, more or less, to a point 35.4 feet normally distant southerly from the centerline of said main track; thence easterly in a straight line, 130 feet, more or less, to the westerly most corner of a parcel of land conveyed by the former Illinois Central Railroad Company to the Cheese Producers Marketing Association Cooperative, Incorported by deed dated April 4, 1945, said point being 22 feet normally distant southerly from the centerline of said main trac; thence southerly along the West line of said Marketing Association property, 50 feet; thence easterly parallel with the centerline of said main track, 300 feet; thence northerly at a right angle to the last described course, 50 feet; thence easterly parallel with and 22 feet normally distant southerly from the centerline of said main track, 315 feet, more or less, to the East line of the Northwest Quarter of the Northwest Quarter of said Section 35; thence South along the last said East line, 130 feet, more or less, to ta line that lies parallel with and 125 feet normally distant southerly from the centerline of said main track; thence westerly along the last said parallel line, 440 feet, more or less, to the South line of the North Half of the Northwest Quarter of the Northwest Quarter of said Section 35; thence East along the last said South line, 40 feet, more or less, to line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence westerly along the last said parallel line, 225 feet, mor or less, to said point of beginning; also, excepting, near stearns), first (from the point where the centerline of the Illinois Central Gulf Railroad Company's Madison District main track intersects the North line of the Southeast Quarter of said Section 1, run southerly along the centerline of said main track, 290 feet, thence easterly at a right angle to the last described course, 50 feet to the point of beginning; thence southerly along a line that lies parallel with and 50 feet normally distant easterly from the centerline of said main track, 600 feet; thence easterly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant easterly from the centerline of said main track, 154.5 feet; thence easterly at a right angle to the last described course, 148.5 feet; thence northerly parallel with and 248.5 feet normally distant easterly from the centerline of said main track, 346.5 feet; thence westerly at a right angle to the last described course, 148.5 feet; thence northerly parallel with and 100 feet normally distant easterly fromthe centerline of said main track, 99 feet; thence westerly at a right angle to the las described course, 50 feet to said point of beginning); and second ((Beginning at a point 484 feet East and 462 feet Southe from the Northwest corner of the Southeast Quarter of siad Section 1, and run East parallel with the North line of said Southeast Qurter, 246 feet; thence northerly parallel with the centerline of Grantor's Madison District main track, 175.5 feet; thence East parallel with the North line of said Southeast Quarter, 247.5 feet; thence northerly parallel with the centerline of said main track, 30 feet, more or less, to a point 100 feet normally distant westerly from the centerlineof said main track and 290 feet southerly from the North line of said Southwest Quarter as measured along the centerlin of said main track; thence easterly at a right angle to the last described course, 50 feet; thence southerly parallel with and 50 feet normally distant westerly from the centerline of said main track, 600 feet; thence westerly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant westerly from the centerline of said main track, 38 feet, more or less, to a property corner; thence West parallel with the North lineof said Southeast Quarter of Section 1, 493.5 feet; thence northerly parallel with the centerline of said main track 356 feet to said point of beginning;

TOWNSHIP 3 NORTH, RANGE 7 EAST

Section 36;

TOWNSHIP 3 NORTH, RANGE 8 EAST

Section 31, 30, 19, 20, 17, 8 and 5; excepting, however, first (that part of the Northwest Quarter of the Southeast Quarter of Section 30 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Grantor's main track), and Second (that part of the Northeast Quarter of the Northwest Quarter of SEction 8 lying easterly from a line that lies parallel to and/or concentric with and 50 feet easterly from the centerline of said main track), and third at Monticello, (that parcel of land beginning at the intersection of the centerline of Railroad Avenue with a line that lies parallel to and 125 feet normally distant westerly from the centerline of Grantor's main track; thence northerly along said parallel line, 1295 feet, more or less, to the East-West centerline of Section 8; thence East along said East-West centerline, 75 feet, more or less, to a line that lies parallel to and 50 feet normally distant westerly from the centerline of said main track; thence southerly along the last said main track, 510 feet; thence southeasterly along a line making an angle of 135 degrees in the Northeast Quadrant of its intersection with the last said parallel line, 14 feet, more or less, to a line that said main track; thence southerly along the last said parallel line, 100 feet; thence westerly at a right angle to the last described course, 10 feet to said line that lies parallel to and 50 feet normally distant westerly from the centerline of said main track; thence southerly along the last said parallel line, 370

feet, more or less, to a line that lies parallel to and 10 feet normally distant westerly from the centerline of Grantor's House Track, thence southerly along the last said parallel line, 300 feet, more or less, to said centerline of Railroad Avenue prolongated easterly; thence westerly along the last said centerline, 65 feet, more or less, to the point of beginning), and fourth at Monticello, (that 30 feet wide parcel of land, being 15 feet in width on each side of centerline of spur track, originally interchange track to former Chicago, Milwaukee, St. Paul and Pacific Railroad, lying westerly of the previously described parcel). Grantor grants unto Grantee, its successors and assigns, a trackage easement 20 feet in width over and across both parcels herein above described at Monticello, being 10 feet in width on each side of spur track, as presently located, with reasonable right of entry to use, operate over and replace or remove said track and appurtenances for so long as required and until abandoned and track removed. Grantor further grants unto Grantee, insofar as it lawfully may, trackage easement for existing trackage on, over and across that property previously conveyed by Grantor to W. R. Grace and Company by deed dated August 8, 1974, said easement having been specifically reservced by Grantor for itself, its successors and assigns.

TOWNSHIP 4 NORTH, RANGE 8 EAST

Sections 32, 29, 20, 21, 16, 9, 10 and 3; excepting, however, first (that part of Northwest Quarter of the Southwest Quarter of Section 29 lying westerly from a line that lies parallel to and/or concetric with and 50 feet westerly from the centerline of Grantor's main track), and second (that part of the Northeast Quarter of the Southeast Quarter of Section 20 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Granotr's main track).

DANE COUNTY, WISCONSIN
TOWNSHIP 5 NORTH, RANGE 8 EAST

Sections 34, 27, 22, 23, 14, 11, 2 and 1; excepting, however, at Belleville, first (all of Lot 4, and that portion of Lots 3 and 2 in Block 4 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track); second (all of Lots 4 and 7, and that portion of Lot 8 in Block 8 of the Town of Belleville lying easterly of and adjacent to a line That lies parallel and/or concentric with and 10 feet easterly from the centerline of Grnator's Business Track); third (that portion of Lots 1, 2 and 5 in Block 9 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); fourth (that portion of the South 235 feet of that block bounded by Vine Street, Park Street, Main Street and Pearl Street, that lies easterly of and adjacent to a line that lies parallel with and 100 feet westerly from the centerline of Grantor's main track, and westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of said main track); fifth (all of Lot 8, and the portion of Lots 3, 4, 6 and 7 in Block 21 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's Main track); and seventh (all of Lots 2 and 3, and that portion of Lot 1 in Block 27 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track0; and

TOWNSHIP 5 NORTH, RANGE 9 EAST

Section 6; and

TOWNSHIP 6 NORTH, RANGE 9 EAST

Section 31, 30, 29, 20, 17, 8 and 5; and

TOWNSHIP 7 NORTH, RANGE 9 EAST

Section 32, 29, 28, 21, 22 and 23; excepting, however, at Summit, first (aparcel of land 100 feet wide lying easterly of and adjacent to a line that lies parallel with and 50 feet easterly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track and extending northerly from the South line of the Southewest Quarter of said Section 32, approximately 1220 feet as measured along said parallel line, to the South line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et al., by deed dated September 27, 1971); and second (a parcel of land 125 feet wide lying easterly of and adjacent to a line that lies parallel with and 25 feet easterly from the centerline of Grantor's Madison District main track and extending southerly from the North line of the Southwest Quarter of said Section 32, approximately 580 feet as measured along said parallel line, to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et al., by deed dated September 27, 1971); also, excepting at Madison, first (a triangular parcel of land bounded on the North by a line that lies parallel with and 100 feet northerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track, on the South by Regent (Washington) street, and on the East by Monroe Street; secon (from a point on the East Line of Randall Avenue, 50 feet perpendicularly distant northerly from the centerline of said main track, run easterly parallel to the centerline of said main track, 80 feet to the point of beginning; thence southerly at a right angle to the last described course, 25 feet; thence easterly parallel with and 25 feet northerly from the centerline of said main track, 185 feet, more or less, to the South line of the North 143.1 feet of Block 13 in Brook's Addition to the City of Madison; thence West along said South line 90 feet, more or less, to a line parallel with and 50 feet perpendicularly distant northerly from the centerline of said main track; thence westerly along the last said parallel line, 100 feet, more or less, to said point of beginning0; third (a parcel of land 15 feet wide lying northerly of and adjacent to a line that lies parallel with and 25 feet northerly from the centerline of said main track, and extending easterly from the West line of the East 105.8 feet of Block 13 in Brook's Addition to the City of Madison, approximately 105 feet as measured along said parallel line, to the west line of Orchard Street); fourth (all of Lots 10, 11, 12, 22, 23 and 24, and that portion of Lots 8, 9, 25, 26 and 27 in Block 13 in Brook's addition to the City of Madison lying southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly from the centerline of said main track); fifth (that portion of Lots 1, 2, 3, 4, 5, 6 and 7 in Block 14 of Brook's Addition to the City of Madison lying southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly from the centerline of said main track); sixth (that portion of Lot 28 in B-ock 14 of Brook's Addition to the City of Madison lying northerly of and adjacent to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to R.H. and E. H. Carpenter by deed dated July 31, 1945); seventh (all of Lots 14, 15 and 16, and that portion of Lot 9, 10, 11, 12 and 13 in Hopkins Subdivision of Outlot NO. 2 of the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of Grantor's northerly most track); eight (that portion of Lots 8 and 17 in Hoyts Subdivision of Outlot No. 3 of the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of said northerly most track); ninth (the South 13 feet 8 inches of the North 145.7 feet of the West 99 feet of Outlot No. 4 in the University Addition to the City of Madison); tenth (that portion of the South 104.3 feet of the North 250 feet of theWest 175 feet of Outlot No. 4 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track); eleventh (that portion of the South 64.34 feet of the North 250 feet of theWest 175 feet of the East 241 feet of original Outlot No. 4 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track); twelfth (all of Lot 13, and that portion of Lots 5, 6 and 14 in Lewis Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of said northerly most track), and thirteenth (all of Lot 4, and that portion Lots 5 and 15 in Lewis' Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying southerly of and adjacent to a line that lies parallel and/or concentric with and 25 feet normally distant southerly from the centerline of said main track).

Grantor reserves unto itself, its successors and assigns an easement over and across the property and trackage herein conveyed for the use and operation of its railroad over the track and any appurtenances thereto with all reasonable right of access across premises in order to repair or replace any of the aforesaid trackage until Grantor abandons its use of same consistent with all terms and conditions set forth in the order of the Interstate Commerce Commission under Docket No. AB-43 (Sub. No. 28) and ceases all operations, but in no event beyond February 2, 1981.

This conveyance is subject to the terms and conditions set forth in the Agreement between Grantor and the State of Wisconsin dated October 10, 1980, which such terms and conditions are incorporated herein by reference and shall run with the land conveyed.

As a part of the consideration above, Grantor agrees to assume and pay when due all 1980 and prior years taxes for the premises hereinabove sold and conveyed.

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 29th day of DECEMBER , 1980.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By R. A. IRVINE /s/
Vice President

(S E A L)

ATTEST:

W. H. SANDERS /s/

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 adn severally acknowledged under oath that as such Vice President and Assistant Secretary, they signed and delivered the said instrumet- 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 DECEMBER 1980.

(SEAL)

ARTHUR L. SPIROS /s/
Notary Public

My Commission Expires:

February 25th , 1981

Description Approved:

Form Approved:

THIS INSTRUMENT PREPARED BY

REAL ESTATE DEPT.
ICGRR CO.
233 N. Michigan
Chigao, ILLInois 60501

STATE OF WISCONSIN
Department of State) ss.
Received this 3rd day of February A. D. 19 81 at 10 o'clock A.M. and recorded in Vol. 51 of RRM on page 302-306
Secretary of State

RELEASE

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 Guarnty 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 fo 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	41 235
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	" " "	411 145
October 15, 1974	" " "	539 199
October 1, 1977	" " "	887 262

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

EXHIBIT "A"

WISCONSIN PORTION

SALE OF MADISON DISTRICT (Wisconsin Portion)

All of Grantor's right of way of varying widths including any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other Railroad owned improvements and fixtures thereon, on, over and across Section located in Green and Dane Counties, Wisconson:

GREEN COUNTY, WISCONSIN
TOWNSHIP 1 NORTH, RANGE 7 EAST

Section 34, 27, 26, 23, 22, 15, 10 and 3;

TOWNSHIP 2 NORTH, RANGE 7 EAST

Section 34, 35, 26, 23, 24, 13, 12 and 1; excepting, however, at Monroe, first (begin at the point where a line that lies parallel with and 125 feet normally distant southerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track intersects West line of 14th Avenue, and run westerly along said parallel line, 1595 feet, more or less, to the West line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence North along the West line of said Quarter/Quarter, 90 feet, more or less, to a line that lies parallel with and 50 feet normally distant southerly from the centerline of said main track; thence easterly along the last said parallel line, 1180 feet; thence northerly at a right angle to the last described course, 25 feet, more or less, to a line that lies parallel and/or concentric with and 10 feet normally distant southerly from the centerline of GRantor's East Business Track; thence easterly along the last said parallel line, 420 feet, more or less, to said West line of 14th Avenue; thence South along the last said West line, 110 feet, more or less, to said point of beginning); second (from the Southeast corner of Lot 3 in the first addition to Mansion Estates subdivision, run S 73° 25' 08" W, 10.39 feet to the point of beginning; thence S 36° 09' 59" E, 95.07 feet, more or less, to a point 50 feet normally distant northerly from the centerline of said main track; thence westerly along said parallel line, 650 feet, more or less, to the East line of 14th Avenue; thence North along said East line, 330 feet, more or less, to a point 124.4 feet South from the North lineof the South Half of the Northwest Quarter of the Northwest Quarter of said Section 35; thence easterly in a straight line, 488 feet, more or less, to said point of beginning); third (begin at the Southeast corner of a parcel of land conveyed by the former Illinois Central Railroad Company to Leland L. Lamboley by deed dated June 27, 1951, and run easterly parallel with and 23.5 feet northerly from the centerline of said main track, 70 feet; thence northerly at a right angle to said parallel line, 21.5 feet; thence easterly parallel with and 45 feet normally distant northerly from the centerline of said main track, 190 feet; thence northerly at a right angle to the last said parallel line, 60 feet, more or less to Grantor's North property line; thence westerly along said North property line, 400 feet, more or less, to the Northeast corner of a parcel of land conveyed by Grantor to R. P. Regez and B. D. Regez by deed dated January 6, 1975; thence S 36° 09' 59" E along the East line of said Regez property, 20 feet, more or less, to the Northwest corner of siad Lamboley property; thence easterly along the North line of said Lamboley property, 137.4 feet to the Northeast corner thereof; thence southerly along the East line of said Lamboley property, 86.5 feet to said point of beginning); fourth (from the point where a line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West line of 17th Avenue, run westerly along said parallel line, 375 feet to the point of beginning; thence northerly at a right angle to the last described course, 114.6 feet; thence westerly parallel with and 35.4 feet southerly from the centerline of said main track, 520 feet, more or less, to the East line of 14th Avenue; thence South along the last said East line, 135 feet, more or less, to said line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence easterlyalong the last said parallel line, 600 feet, more or less, to said point of beginning); and fifth (begin at the point where a line thatlies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West line of 17th Avenue, and run North along an extension of said West line, 30 feet, more or less, to a corner of that property conveyed by Grantor to the Dorman Storage Corp., by deed dated February 14, 1980; thence westerly along a northerly lineof said Dorman property, 104 feet, more or less, to a point 35.4 feet normally distant southerly from the centerline of said main track; thence easterly in a straight line, 130 feet, more or less, to the westerly most corner of a parcel of land conveyed by the former Illinois Central Railroad Company to the Cheese Producers Marketing Association Cooperative, Incorporated by deed dated April 4, 1945, said point being 22 feet normally distant southerly from the centerline of said main track; thence southerly along the West line of said Marketing Association Property, 50 feet; thence easterly parallel with the centerline of said main track, 300 feet; thence northerly at a right angle to the last described course, 50 feet; thence easterly parallel with and 22 feet normally distant southerly from the centerline of said main track, 315 feet, more or less, to the East line of the Northwest Quarter of the Northwest Quarter of said Section 35; thence South along the last said East line, 130 feet, more or less, to a line that lies parallel with and 125 feet normally distant southerly form the centerline of said main track; thence westerly along the last said parallel line, 440 feet, more or less, to the South line of the North Half of the Northwest Quarter of the Northwest Quarter fo said Section 35; thence East along the last said South line, 40 feet, more or less, to tline that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence westerly along the last said parallel line, 225 feet, more or less, to siad point of beginning; also, excepting, near stearns), first (from the point where the centerline of the Illinois Central Gulf Railroad Company's Madison District main track intersects the North line of the Southeast Quarter of said Section 1, run southerly along the centerline of said

main track, 290 feet; thence easterly at a right angle to the last described course, 50 feet to the point of beginning; thence southerly along a line that lies parallel with and 50 feet normally distant easterly from the centerline of said main track, 600 feet; thence easterly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant easterly from the centerline of said main track, 154.5 feet; thence easterly at a right angle to the last described course, 148.5 feet;thence northerly parallel with and 248.5 feet normally distant easterly from the centerliine of said main track, 346.5 feet; thence westerly at a right angle to the last described course, 148.5 feet; thence northerly parallel with and 100 feet normally distant easterly from the centerline of said main track, 99 feet; thence westerly at a right angle to the last described course, 50 feet to said point of beginning); and second (beginning at a point 484 feet East and 462 feet South from the Northwest corner of the Southeast Quarter of said Section 1, and run East parallel with the North line of siad Southeast Quarter, 246 feet; thence northerly parallel with the centerline of Grantor's Madison District main track, 175.5 feet; thence East parallel with the North line of siad Southeast Quarter, 247.5 feet; thence northerly parallel with the centerline of siad main track, 30 feet, more or less, to a point 100 feet normally distant westerly from the centerline of said main track and 290 feet southerly from the North line of said Southwest Quarter as measured along the centerline of said main track; thence easterly at a right angle to the last described course, 50 feet; thence southerly parallel with and 50 feet normally distant westerly from the centerline of said main track, 600 feet; thence westerly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant westerly from the centerline of said main track, 38 feet, more or less, to a property corner; thence West parallel with the North line of said Southeast Quarter of Section 1, 493.5 feet; thence northerly parallel with the centerline of said main track, 356 feet to said point of beginning;

TOWNSHIP 3 NORTH, RANGE 7 EAST

Section 36;

TOWNSHIP 3 NORTH, RANGE 8 EAST

Sections 31, 30, 19, 20, 17, 8 and 5; excepting, however, first (that part of the Northwest Qaurter of the Southeast Quarter of Section 30 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Grantor's main track), and second (that part of the Northeast Quarter of the Northwest Quarter of Section 8 lying easterly from a line that lies parallel to and/or concentric with and 50 feet easterly from the centerline of said main trac), and third at Monticello, (that parcel of land beginning at the intersection of the centerline of Railroad Avenue with a line that lies parallel to and 125 feet normally distant westerly from the centerline of Grantor's main track; thence northerly along siad parallel line, 1295 feet, more or less, to the East-West centerline of Section 8; thence East along said East-West centerline, 75 feet, more or less, to a line that lies parallel to and 50 feet normally distant westerly from the centerline of said main track; thence southerly along the last said main track, 510 feet; thence southeasterly along a line making an angle of 135 degrees in the Northeast quadrant of its intersection with the last said parallel line, 14 feet, more or less, to a line that lies parallel to and 40 feet normally distant westerly from the centerline of said main track; thence southerly along the last said parallel line, 100 feet; thence westerly at a right angle to the last described course, 10 feet to said line that lies parallel to and 50 feet normally distant westerly from the centerline of siad main track; thence southerly along the last said parallel line, 370 feet, more or less, to a line that lies parallel to and 10 feet normally distant westerly from the centerline of Grantor's House track, thence southerly along the last said parallel line, 300 feet, more or less, to said centerline of Railroad Avenue prolongated easterly; thence westerly along the last said centerline, 65 feet,more or less, to the point of beginning), and fourth at Monticello, (that 30 feet wide parcel of land, being 15 feet in width on each side of centerline of spur track, originally interchange track to former Chicago, Milwaukee, St. Paul and Pacific Railroad, lying westerly of the previously described parcel); Grantor grants unto Grantee, its successors and assigns, a trackage easement 20 feet in width over and across both parcels herein above described at Monticello, being 10 feet in width on each side of spur track, as presently located, with reasonable right of entry to use, operate over and replace or remove said track and apputenances for so long as required and until abandoned and track removed. Grantor further grants unto Grantee, insofar as it lawfully may, trackage easement for existing trackage on, over and across that property previously conveyed by Grantor to W. R. Grace and Company by deed dated August 8, 1974, said easement having bee specifically reserved by Grantor for itself, its sucessors and assigns.

TOWNSHIP 4 NROTH, RANGE 8 EAST

Section 32, 29, 20, 21, 16, 9, 10 and 3; excepting, however, first (that part of Northwest Quarter of the Southwest Quarter of Seciton 29 lying westerly from a line that lies parallel to and/or concentric with and 50 feet westerly from the centerline of Grantor's main track), and second (that part of the Northeast Quarter of the Southeast Quarter of Section 20 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Grantor's main track).

DANE COUNTY, WISCONSIN
TOWNSHIP 5 NORTH, RANGE 8 EAST

Sections 34, 27, 22, 23, 14, 11, 2 and 1; excepting, however, at Belleville, first (all of Lot 4, and that portion of Lots 3 and 2 in Block 4 of theTown of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track); second (all of Lots 4 and 7, and that portion of Lot 8 in Block 8 of the Town of Belleville lying easterly of and adjacent to a line

that lies parallel and/or concentric with and 10 feet easterly from the centerline of Grantor's Business Track); third (that portion of Lots 1, 2 and 5 in Block 9 of the Townof Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); fourth (that portion of the South 235 feet of that block bounded by Vine Street, Park Street, Main Street and Pearl Street, that lies easterly of and adjacent to a line that lies parallel with and 100 feet westerly from the centerline of Grantor's main track, and westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the cneterline of said main track); fifth (all of Lot 8, and that portion of Lots 3, 4, 6 and 7 in Block 21 of theTown of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); and seventh (all of Lots 2 and 3, and that portion of Lot 1 in Block 27 of theTown of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); and

TOWNSHIP 5 NORTH, RANGE 9 EAST

Section 6; and

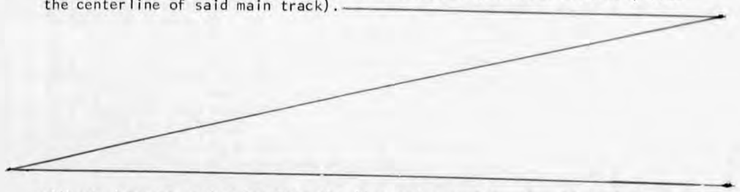
TOWNSHIP 6 NORTH, RANGE 9 EAST

Section 31, 30, 29, 20, 17, 8 and 5; and

TOWNSHIP 7 NORTH, RANGE 9 EAST

Section 32, 29, 28, 21, 22 and 23; excepting, however, at Summit, first (a parcel of land 100 feet wide lying easterly of and adjacent to a line that lies parallel with and 50 feet easterly from the centerline of theIllinois Central Gulf Railroad Company's Madison District main track and extending northerly from the South line of the Southwest Quarter of said Section 32, approximately 1220 feet as measured along said parallel line, to the South line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et al., by deed dated September 27, 1971); and second (a parcel of land 125 feet wide lying easterly of and adjacent to a line that lies parallel with and 25 feet easterly from the centerline of Grantor's Madison District main track and extending southerly from the North line of the Southwest Quarter of said Section 32, approximately 580 feet as measured along said parallel line, to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et. al., by deed dated September 27, 1971); also, excepting at Madison, first (a triangular parcel of land bounded on the North by a line that lies parallel with and 100 feet northerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track, on theSouth by Regent (Washington) Street, and on the East by Monroe Street; second (from a point on the East lineof Randall Avenue, 50 feet perpendicularly distant northerly from the centerline of said main track, run easterly parallel to the centerline of said main track, 80 feet to thepoint of beginning; thence southerly at a right angle to the last described course, 25 feet; thence easterly parallel with and 25 feet northerly from the centerline of said main track, 185 feet, more or less, to the South line of theNorth 143.1 feet of Block 13 in Brook's Addition to the City of Madison; thence West along said South line 90 feet, more or less, to a line parallel with and 50 feet perpendicularly distant northerly from the centerline of said main track; thence westerly along the last said parallel line, 100 feet, more or less, to said point of beginning); third (a parcel of land 15 feet wide lying northerly of and adjacent to a line that lies parallel with and 25 feet northerly from the centerline of said main track, and extending easterly from the West line of the East 105.8 feet of Block 13 in Brook's Addition to the City of Madison, approximately 105 feet as measured along said parallel line, to the West line of Orchard Street); fourth (all of Lots 10, 11, 12, 22, 23 and 24, and that portion of Lots 8, 9, 25, 26 and 27 in Block 13 in Brook's addition to the City of Madison lying southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly fromthe centerline of said main track); fifth (that portion of Lots 1, 2 , 3, 4, 5, 6 and 7 in Block 14 of Brook's Addition to the City of Madison lyikng southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly from the centerline of said main track); sixth (that portion of Lot 28 in Block 14 of Brook's Addition to the City of Madison lying northerly of and adjacent to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to R. H. and E. H. Carpenter by deed dated July 31, 1945); seventh (all of Lots 14, 15 and 16, and that portion of Lots 9, 10, 11, 12 and 13 in Hopkins Subdivision of Outlot No. 2 of the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of Grantor's northerly most track); eight (that portion of Lots 8 and 17 in Hoyts Subdivision of Outlot No. 3 of the Unviersity Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of said northerly most track); ninth (the South 13 feet 8 inches of the North 145.7 feet of the West 99 feet of Outlot No. 4 in the University Addition to the City of Madison); tenth (that portion of the South 104.3 feet of the North 250 feet of the West 175 feet of Outlot No. 4 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track); eleventh (that portion of the South 64.34 feet of the North 250 feet of the West 175 feet of the East 241 feet of original Outlot No. 4 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track); twelfth (all of Lot 13, and that portion of Lots 5, 6 and 14 in Lewis' Subdivision of Outlot No. 5 in the Unviersity Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of said northerly most track), and thirteenth (all of Lot 4, and the portion Lots 5 and 15 in Lewis' Subdivision of Outlot No. 5 in the Unviersity Addition to the City Madison lying southerly of and adjacent to a line that lies

parallel and/or concentric with and 25 feet normally distant southerly from the centerline of said main track).



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 TESTIMONY 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 19 DAY of DECEMBER 19 80.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee aforesaid

By: P. J. CROOKS /s/
TRUST OFFICER

ATTEST:

J. M. GAUDIOSO /s/
Assistant Secretary

(SEAL)

STATE OF WISCONSIN
Department of State } ss.
Received this 3rd day of February A. D. 19 81 at 10 o'clock A.M. and recorded in Vol. 51 of R.R.M. on page 306-310
Secretary of State

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

I, MAUREEN MOSHANE, a Notary Public in and for the said County and State, hereby certify that P. 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 siad 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 theuses and purposes therein set forth. I further certify that the seal of said coryoration as affixed to said instrument was attested and proven before me by 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 19th day DECEMBER, 19 80.

MAUREEN McSHANE /s/
Notary Public

(SEAL)

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, in conncection with the merger on April 24, 1959, of J. P. Morgan & Co., Incorprated 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 GREEN:

DATE	RECORDING OFFICE	BOAK AND PAGE
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September 15, 1954	" " "	45 300
August 10, 1972	" " "	262 81
October 15, 1974	" " "	280 508
October 1, 1977	" " "	317 279

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 FO TRUST OR MORTGGE or supplements thereto as is situated in the County of Green, State of Wisconsin, and more particularly described as follows

EXHIBIT "A"

WISCONSIN PORTION

SALE OF MADISON DISTRICT (Wisconsin Portion)

All of Granto's right of way of varying widths including any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other Railroad owned improvements and fixtures thereon, on, over and across Sections located in Green and Dane Counties, Wisconsin:

GREEN COUNTY, WISCONSIN
TOWNSHIP 1 NORTH, RANGE 7 EAST

Section 34, 27, 26, 23, 22, 15, 10 and 3;

TOWNSHIP 2 NORTH, RANGE 7 EAST

Sections 34, 35, 26, 23, 24 13, 12 and 1; excepting, however, at Monroe, first (begin at the point where a line that lies parallel with and 125 feet normally distant southerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track intersects West line of 14th Avenue, and run westerly along said parallel line, 1595 feet, more or less, to the West line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence North along the West Line of said Quarter/Quarter, 90 feet, more or less, to a line that lies parallel with and 50 feet normally distant southerly from the centerline of said main track; thence easterly along the last said parallel line, 1180 feet; thence northerly at a right angle to the last described course, 25 feet, more or less, to a line that lies parallel and/or concentric with and 10 feet normally distant southerly from the centerline of Grantor's East Business Track; thence easterly along the last said parallel line, 420 feet, more or less, to said West line of 14th Avenue; thence South along the last said West line, 110 feet, more or less, to said point of beginning); second (from the Southeast corner of lot 3 in the first addition to Mansion Estates subdivision, run S 73° 25' 08" W, 10.39 feet to the point of beginning; thence S 36° 09' 59" E, 95.07 feet, more or less, to a point 50 feet normally distant northerly from

the centerline of said main track; thence westerly along said parallel line, 650 feet, more or less, to the East lineof 14th Avenue; thence North along said East line, 330 feet, more or less, to a point 124.4 feet South from the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 35; thence easterly in a straight line, 488 feet, more or less, to said point of beginning); third (begin at the Southeast corner of a parcel of land conveyed by the former Illinois Central Railroad Company to Leland L. Lamboley by deed dated June 27, 1951, and run easterly parallel with and 23.5 feet northerly from the centerline of said main track, 70 feet; thence northerly at a right angle to said parallel line, 21.5 feet; thence easterly parallel with and 45 feet normally distant northerly from the centerline of siad main track, 190 feet; thence northerly at a right angle to the last said parallel line, 60 feet, more or less to Grantor's North property line; thence westerly along siad North property line, 400 feet, more or less, to the Northeast Corner of a parcel of land conveyed by Grantor to R. P. Regez and B. D. Regez by deed dated January 6, 1975; thence S 36° 09' 59" E along the East line of said Regez Property, 20 feet, more or less, to the Northwest Corner of said Lamboley property; thence easterly along the north line of said Lamboley property, 137.4 feet to the Northeast corner thereof; thence southerly along the East line of said Lamboley property, 86.5 feet to said point of beginning); fourth (from the point where a line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West line of 17th AVenue, run westerly along said parallel line, 375 feet ot the point of begining; thence northerly at a right angle to the last described course, 114.6 feet; thence westerly parallel with and 35.4 feet southerly from the centerline of said main track, 520 feet, more or less, to the East line of 14th Avenue; thence south along the last said East line, 135 feet, more or less, to said line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence easterly along the last said parallel line, 600 feet, more or less, to said point of beginning); and fifth (begin at the point where a line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West line of 17th Avenue, and run North along an extension of said West line, 30 feet, more or less, to a corner of that property conveyed by Grantor to the Dorman Storage Corp., by deed dated February 14, 1980; thence Westerly along a northerly line of said Dorman property, 104 feet, more or less, to a point 35.4 feet normally distant southerly fromthe centerline of said main track; thence easterly in a straight line, 130 feet, more or less, to the westerly most corner of a parcel of land conveyed by the former Illinois Central Railroad Company to the Cheese Producers Marketing Association Cooperative, Incorporated by deed dated April 4, 1945, said point being 22 feet normally distant southerly from the centerline of said main track; thence southerly along the West line of said Markeging Association property, 50 feet; thence easterly parallel with the centerline of said main track, 300 feet; thence northerly at a right angle to the last described course, 50 feet; thence easterly parallel with and 22 feet normally distant southerly from the centerline of said main track, 315 feet, more or less, to the East line of the Northwest Quarter of the Northwest Quarter of said Section 35; thence South along the last said East line, 130 feet, more or less, to a line that lies parallel with and 125 feet normally distant southerly from the centerline of said main track; thence westerly along the last said parallel line, 440 feet, more or less, to the South line of the North Half of the Northwest Quarter of the Northwest Quarter of said Section 35; thence East along the last said South line, 40 feet, more or less, to line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence westerly along the last said parallel line, 225 feet, more or less, to said point of beginning; also, excepting, near stearns), first (from the point where the centerline of the Illinois Central Gulf Railroad Company's Madison District main track intersects the North line of the Southeast Quarter of the siad Section 1, run southerly along the centerline of said main track, 290 feet; thence easterly at a right angle to the last described course, 50 feet to the point of beginning; thence southerly along a line that lies parallel with and 50 feet normally distant easterly from the centerline of said main track, 600 feet; thence easterly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant easterly from the centerline of said main track, 154.5 feet; thence easterly at a right angle to the last described course, 148.5 feet; thence northerly parallel with and 248.5 feet normally distant easterly from the centerline of said main track, 346.5 feet; thence westerly at a right angle to the last described course, 148.5 feet; thence northerly parallel with and 100 feet normally distant easterly from the centerline of said main track, 99 feet; thence westerly at a right angle to the last described course, 50 feet to said point of beginning); and second (beginning at a point 484 feet East and 462 feet south from the Northwest corner of the Southeast Quarter of said Section 1, and run East parallel with the North line of said Southeast Quarter, 246 feet; thence northerly parallel with the centerline of Grantor's Madison Distric main track, 175.5 feet; thence East parallel with the North Line of said Southeast Quarter, 247.5 feet; thence northerly parallel with the centerline of said main track, 30 feet, more or less, to a point 100 feet normally distant westerly from the centerline of said main track and 290 feet southerly from the North line of said Southwest Quwrter as measured along the centerline of said main track; thence easterly at a right angle to the last described course, 50 feet; thence southerly parallel with and 50 feet normally distant westerly from the centerline of said main track, 600 feet; thence westerly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant westerly from the centerline of said main track, 38 feet, more or less, to a property corner; thence West parallel with the North line of said Southeast Quarter of Section 1, 493.5 feet; thence northerly parallel with the Centerline of said main track, 356 feet to said point of beginning;

TOWNSHIP 3 NORTH, RANGE 7 EAST

Section 36;

TOWNSHIP 3 NORTH, RANGE 8 EAST

Sections 31, 30, 19, 20, 17, 8 and 5; excepting, however, first (that part of the Northwest Quarter of the Southeast Quarter of Section 30 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Grantor's main track), and second (that part of the Northeast Quarter of the Northwest Quarter of Section 8 lying easterly from a line that lies parallel to and/or concentric with and 50 feet easterly from the centerline of said main track), and third at Monticello, (that parcel of land beginning at the intersection of the centerlineof Railroad Avenue with a line that lies parallel to and 125 feet normally distant westerly from the centerline of Grantor's main track; thence northerly along said parallel line, 1295 feet, more or less, to the East-West centerline of Section 8, thence East along said East-West centerline, 75 feet, more or less, to a line that lies parallel to and 50 feet normally distant westerly from the centerline of said main track; thence southerly along the last said main track, 510 feet, thence southeasterly along a line making an angle of 135 degrees in the Northeast Quadrant of its intersection with the last said parallel line, 14 feet, more or less, to a line that lies parallel to and 40 feet normally distant westerly from the centerline of said main track;thence southerly along the last said parallel line, 100 feet; thence westerly at a right angle to the last described course, 10 feet to said line that lies parallel to and 50 feet normally distant wasterly from the centerline of said main track; thence southerly along the last said parallel line, 370 feet, more or less, to a line that lies parallel to and 10 feet normally distant westerly from the centerline of Grantor's House track, thence southerl- along the last said parallel line, 300 feet, more or less, to said centelrine of Railroad Avenue prolongated easterly; thence westerly along the last said centerline, 65 feet, more or less, to the point of beginning), and fourth at Monticello, (that 30 feet wide parcel of land, being 15 feet in width on each side of centerline of spur track, originally interchange track to former Chicago, Milwaukee, St. Paul and Pacific Railroad, lying westerly of the previously described parcel). Grantor grants unto Grantee, its successors and assigns, a trackage easement 20 feet in width over and across both parcels herein above described at Monticello, being 10 feet in width on each side of spur track, as presently located, with reasonable right of entry to use, operate over and replace or remove said track and appurtenances for so long as required and until abandoned and track removed. Grantor further grants unto Grantee, insofar as it lawfully may, trackage easement for existing trackage on, over and across that property previously conveyed by Grantor to W. R. Grace and Company by deed dated August 8, 1974, said easement having been specifically reserved by Grantor for itself, its successors and assigns.

TOWNSHIP 4 NORTH, RANGE 8 EAST

Sections 32, 29, 20, 21, 16, 9, 10 and 3; excepting, however, first (that part of Northwest Quarter of the Southwest Quarter of Sec-ion 29 lying westerly from a line that lies parallel to and/or concetric with and 50 feet westerly from the centerline of Grantor's main track), and second (that part of the Northeast Quarter of the Southeast Quarter of Section 20 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Grantor's main track.)

DANE COUNTY, WISCONSIN
TOWNSHIP 5 NORTH, RANGE 8 EAST

Sections 34, 27, 22, 23, 14, 11, 2 and 1; excepting, however, at Belleville, first (all of Lot 4, and the portion of ots 3 and 2 in Block 4 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly fromthe centerline of the Illinois Central Gulf Railroad Company's Madison District Main track); second (all of Lots 4 and 7, and that portion of Lot 8 in Block 8 of the Town of Belleville lying easterly of and adjacent to a line that lies parallel and/or concentric with and 10 feet easterly from the centerlin of Grantor's Business Track); third (that portion of Lots 1, 2 and 5 in Block 9 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); fourth (that portion of the South 235 feet of that block bounded by Vine Street, Park Street, Main street and Pearl Street, that lies easterly fo and adjacent to a line that lies parallel with and 100 feet westerly from the centerline of Grantor's main track, and westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of said main track); fifth (all of Lot 8, and that portion of Lots 3, 4, 6 and 7 in Block 21 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); and seventh (all of Lots 2 and 3, and that portion of Lot 1 in Block 27 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); and

TOWNSHIP 5 NORTH, RANGE 9 EAST

Section 6; and

TOWNSHIP 6 NORTH, RANGE 9 EAST

Section 31, 30, 29, 20, 17, 8 and 5; and

TOWNSHIP 7 NORTH, RANGE 9 EAST

Sections 32, 29, 28, 21, 22, and 23; excepting, however, at Summit, first (a parcel of land 100 feet wide lying easterly of and adjacent to a line that lies parallel with and 50 feet easterly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main tnack and extending northerly from the South line of the Southwest Quarter of said Section 32, approximately 1220 feet as measured along said parallel line, to the south line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et al., by

deed dated September 27, 1971); and second (a parcel of land 125 feet wide lying easterly of and adjacent to a line that lies parallel with and 25 feet easterly from the centerline of Grantor's Madison District Main track and extending southerly from the North line of the Southwest Quarter of said Section 32, approximately 580 feet as measured along said parallel line, to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et al., by deed dated September 27, 1971); also, excepting at Madison, first (a triangular parcel of land bounded on the North by a line that lies parallel with and 100 feet northerly from the centerlineof the Illinois Central Gulf Railroad Company's Madison District main track, on the South by Regent (Washington) Street, and on the East by Monroe Street; second (from a point on the East line of Randall Avenue, 50 feet perpendicularly distant northerly from the centerline of said main track, run easterly parallel to the centerline of said maintrack, 80 feet to the point of beginning; thence southerly at a right angle to the last described course, 25 feet; thence easterly parallel with and 25 feet northerly from the centerline of said main track, 185 feet, more or less, to the south line of the North 143.1 feet of Block 13 in Brook's Addition to the City of Madison; thence West along said South line 90 feet, more or less, to a line parallel with and 50 feet perpendicularly distant northerly from the centerline of said main track; thence westerly along the last said parallel line, 100 feet, more or less, to said point of beginning); third (a parcel of land 15 feet wide lying northerly of and adjacent to a line that lies parallel with and 25 feet northerly from the centerline of said main track, and extending easterly from the West line of the ~~centerline of said main track, and extending easterly from the West line of the~~ East 105.8 feet of Block 13 in Brook's Addition to the City of Madison, Approximately 105 feet as measured along said parallel line, to the West line of Orchard Street); fourth (all of Lots 10, 11, 12, 122, 23 and 24, and that portion of Lots 8, 9, 25, 26 and 27 in Block 13 in Brook's addition to the City of Madison lying southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly form the centerline of said main track); fifth (that portion fo Lots 1, 2, 3, 4, 5, 6 and 7 inBlock 14 of Brook's Addition to the City of Madison lying southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly from the centerline of said main track); sixth (that portion of Lot 28 in Block 14 of Brook's Addition to the City of Madison lying northerly of and adjacent to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to R. H. and E. H. Carpenter by deed dated July 31, 1945); seventh (all of Lots 14, 15 and 16, and that portion of Lots 9, 10, 11, 12 and 13 in Hopkins Subdivision of Outlot No. 2 of the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from thecenterline of Grantor's northerly most track); eighth (that portion of lots 8 and 17 in Hoyts Subdivision of Outlot No. 3 of the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with a-d 10 feet normally distant northerly from the centerline of said northerly most track); ninth (the South 13 feet 8 inches of the North 145.7 feet of the West 99 feet of Outlot No. 4 in the Unv-ersity Addition to the City of Madison); tenth (that portion of the South 104.3 feet of the North 250 feet of the West 175 feet of Outlot No. 4 in the University Addition to theCity of Madison lying northerly of and adjacent to a line that lies parallel with and oO feet normally distant northerly from the centerline of siad northerly most track); eleventh (that portion of the South 64.34 feet of the North 250 feet of the West 175 feet of the East 241 feet of original Outlot No. 4 in the Unv-ersity Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of siad northerly most track); twelfth (all of Lot 13, and that portion of Lots 5, 6 and 14 in Lewis' Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of said northerly most track), and thirteenth (all of Lot 4, and that portion Lot 5 and 15 in Lewis' Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying southerly of and adjacent to a line that lies parallel and/or concentric with and 25 feet normally distant southerly from the centerline of said main track.)

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

IN TESTIMONY 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 19 day of DECEMBER 19 80.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
AS Trustee aforesaid

By: P. J. CROOKS /s/
P. J. CROOKS TRUST OFFICER

ATTEST:

J. M. GAUDIOSO /s/
Assistant Secretary

(S E A L)

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

, MAUREEN MC SHANE , a Notary Public in and for the said County and State, hereby certify that E. J. CROOKE , 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 corpoation and the same persons 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 thedate of the execution of the said instrument Trust Officer of the said corporation, and that the seal affixed to said instrument is the corponate 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 thecontents 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 siad instrument was attested and proven before me by 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 19 day of DECEMBER , 19 80.

MAUREEN MC SHAN /s/
Notary Public

My Commission Expires: MARCH 30, 1981 .

(S E A L)

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of February A. D. 19 81 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 311-315
Secretary of State

Authorization No. P-765

EASEMENT DEED NO. 82175

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of FIVE HUNDRED SEVENTY AND NO/100 DOLLARS ($570.00) 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 Bayfield, and the State of Wisconsin, to wit:

All that part of a strip or parcel of land in Government Lot 3, Section 18, Township 48 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 Southwest Corner of said Section 18; thence S 88°12'38" E 534.81'; thence N 17° 42'59" E 1, 154.15' to the point of curvature of a 4°00'00" curve concave to the West; thence Along the arc of said 4°00'00" curve 179.70'; thence N 79°28'18" W 36.82' to the point of beginning; thence N 0°04' 16" E 329.90'; thence N 17°42'59" E 494.85'; thence S 0°04'16" W 329.90'; thence S 17°42'59" W 494.85' to the point of beginning. This parcel contains 1.14 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.

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 esate hereinabove described; and further, the right and privilege to use said real estate from 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 12th day of JANUARY, 1981.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

DONNA M. GARGANO /s/
Donna M. Gargano

By ROBERT W. MICKEY /s/
Robert W. Mickey, Vice President

(S E A L)

ROBIN BOURNE-CARIS /s/
Robin Bourne-Caris

Attest JOAN A. SCHRAMM /s/
Joan A. Schramm, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 instrumetn 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 JANUARY, 19 81.

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

My Commission Expires: NOVEMBER 8, 1984

(S E A L)

STATE OF WISCONSIN)
Department of State) ss.
Received this 12th day of February A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 57 of R R M on page 316 317
Secretary of State

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

APPOINTMENT OF JOHN J. FORD AS INDIVIDUAL TRUSTEE UNDER THE CHICAGO, BURLINGTON & QUINEY RAILROAD COMPANY FIRST AND REFUNDING MORTGAGE DATED FEBRUARY 1, 1921 in seccession to Bartlett Ford, Resigned

KNOW ALL MEN BY THESE PRESENTS:That, Whereas, Chicago, Burlington & Quincy Railroad Company (now by merger Burlington North Inc.) did execute and deliver to The First National Bank of the City of New York (now Citibank, N.A.) and Frazier L. Ford, as Trustees, its First and Refunding Mortgage, dated February 1, 1921; and

Whereas, the said Firzier L. Ford, the Individual Trustee named in said Mortgage, died on April 10, 1947, and George E. Porter was thereafter duly appointed as successor individual trustee; and

Whereas, the said George E. Porter, Successor Individual Trustee under said Mortgage, died on January 14, 1954, and Jacob M. Ford II was thereafter duly appointed as successor Individual Trustee; and

WHEREAS, Jacob M. Ford II, successor Individual Trustee under said Mortgage, thereafter resigned and Bartlett Ford was thereafter appointed as successor Individual Trustee; and

WHEREAS, Bartlett Ford did thereafter resign; and by Section 3, Article Thirteen, of said Mortgage, it is provided that the Corporate Trustee by an instrument in writing, may appoint a successor to such Individual Trustee; and

WHEREAS, the undersigned is authorized to act on behalf of said Citibank, N.A., as Corporate Trustee under such First and Refunding Mortgage, to fill the vacancy in the office of the Individual Trustee under said First and Refunding Mortgage;

THIS INSTRUMENT WITNESSETH: That Citibank, N.A., Corporate Trustee under siad First and Refunding Mortgage, pursuant to the provisions of Section 3, Article Thirteen, of said Mortgage, hereby appoints John J. Ford, a resident of the City of St. Joseph in the State of Missouri, as Individual Trustee under said First and Refunding Mortgage, to fill the vacancy in the office of Individual Trustee created by the resignation of Bartlett Ford, successor Individual Trustee, to act as such Individual Trustee under said First and Refunding Mortgage, with like effect as if originally named as Trustee therein.

IN WITNESS WHEREOF, Citibank, N.A. has caused these presents to be signed with its corporate name by a Senior Trust Officer and its corporate seal to be hereon impressed and attested by its Trustt Officer, thereunto duly authorized, as of the 8th day of December, 1981

Attest:

CITIBANK, N.A., as Corporate Trustee

V. LOPEZ /s/
V. Lopez
Trust Officer

By: RALPH E. JOHNSON /s/
Ralph E. Johnson
Senior Trust Officer

(S E A L)

Witnesses to signatures:

THERESA HUGHES /s/
Theresa Hughes

E. J. JAWORSKI /s/
E. J. Jaworski

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

Be it remembered, that on this 8th day of December, A.D., 1980, before me, a Notary Public in and for said County and State, personally appeared Ralph E. Johnson, Senior Trust Officer of Citibank, N.A., A national banking association incorprated and existing under the laws of the United State of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as a Senior Trust Officer, who, being by me duly sworn, says that he is a Senior Trust Officer of Citibank, n.A., Trustee, and that he knows the corproate seal of said association; that the seal affixed to the foregoing instrument is the corporate seal of said association; that it was affixed by order of Citibank, N.A., Trustee; that said instrument was signed and sealed by him on behalf of said association as a Senior Trust Officer of said Association; and the said Ralph E. Johnson acknowledged said instrument, and that it was the voluntary act and deed of Citibank, N.A., Trustee, and that he as Senior Trust Officer signed, sealed and delivered said instrument as the free and voluntary act and deed of Citibank, N.A., Trustee, and as his own free and voluntary act and deed as Senior Trust Officer, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand official seal this 8th day of December, A. D. 1980.

(Notarial Seal)

H. DOUGLAS HUNTER /s/
H. Douglas Hunter

Notary Public, State of New York
No. 31-4707995
Qualified inNew York County
Term Expires March 30, 1981

Acceptance of Appointment as Successor Individual Trustee under the Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921

WHEREAS, Frazier L. Ford, Individual Trustee under the First and Refunding Mortgage of the Chicago, Burlington & Quincy Railroad Company (now by merger Burlington Northern Inc.) to The First National Bank of the City of New York (now Citibank, N.A.) and Frazier L. Ford, as Trustee, dated February 1, 1921, died on April 10, 1947, and George E. Porter was thereafter duly appointed and qualified as Individual Trustee in succession to the said Frazier L. Ford; and

WHEREAS, the said George E. Porter, Successor Individual Trustee under said Mortgage, died on January 14, 1954, and Jacob M. Ford II was thereafter duly appointed as successor Individual Trustee; and

WHEREAS, Jacob M. Ford II, successor Individual Trustee under said Mortgage, thereafter did resign and Bartlett Ford was thereafter appointed as successor Individual Trustee; and

WHEREAS, Bartlett Ford did thereafter resign; and

WHEREAS, said Citibank, N.A., Corporate Trustee under said First and REfunding Mortgage, pursuant to the provisions of Section 3, Article Thirteen, of siad Mortgage, by an instrument in writing, duly appointed and designated John J. Ford, a resident of the City St. Joseph, inthe State of Missouri, to act as Individual Trustee under said Mortgage, in succession to the said Bartlett Ford, resigned; and

WHEREAS, It is provided by said Section 3, Articles Thirteen, of swad First and Refunding Mortgage, that any new Trustee appointed thereunder shall execute, acknowledge and deliver to his co-trustee and to the Railroad lompany, an instrument accepting such appointment thereunder, and that thereupon such new Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of his predecessor in the trusts thereunder with like effects as if originally named as Trustee therein;

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH: that the said John J. Ford, does hereby accept such appointment and execute, acknowledge and deliver to Citibank, N.A. and to Burlington Northern Inc., his acceptance of such appointment as Individual Trustee in succession to the said Bartlett Ford, resigned, as aforesaid, and agrees to be bound by all the conditions and trusts declared in said First and Refunding Mortgage as fully as if originally named as Trustee therein.

IN WITNESS WHEREOF, the said John J. Ford, has hereunto set his hand and seal as of the 11th day of December, 1980.

JOHN J. FORD /s/
John J. Ford
Individual Trustee

Seal and delivered in the presence of:

HELEN BRITTAIN /s/

MARY MARGARET DUNCAN /s/

E. J. BROOKS TRUST OFFICER

STATE OF MISSOURI)
) SS
COUNTY OF BUCHANAN)

I, Constance J. Smith, Notary Public in and for the said County, in the State of aforesaid, do hereby certify that John J. Ford, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument , as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed nad delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 11th day of December, A.D., 1980.

CONSTANCE J. SMITH /s/
Constance J. Smith, Notary Public
BUCHANAN COUNTY MISSOURI
My Commission Expires 5-24-82

(SEAL)

Conveyancing, State Deed Tax, etc. Due Hereon: None
Mortgage Registration Tax Due Hereon: None
Real Property Taxes for the Within Described Real Property Should be Sent to:

Director, Property Taxes, Room 860
Burlington Northern Inc.
176 East Fifth Street
St. Paul, MN 55101

STATE OF WISCONSIN)
Department of State) ss.
Received this 16th day of February A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M. on page 317-319
Secretary of State

Address of the parties to the foregoing instrument:

Citibank, N.A.
Attn: Corporate Trust Department
111 Wall Street
New York, New York, 10015

John J. Ford
First National Bank
Fourth and Felix
St. Joseph, MO 64501

This instrument was drafted by:

Law Department
Burlington Northern Inc.
Law Department, Room 1180
176 East Fifth Street
St. Paul, MN 55101

Burlington Northern Inc.
176 East Fifth Street
St. Paul, MN 55101

THIS INDENTURE, made this 13th day of February, 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 Thousand Seven Hundred Fifty and No/100 Dollars ($1,750.00) 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 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 Washington County, Wisconsin, to-wit:

That part of the Southeast 1/4 of the Southwest 1/4 of Section 7 and the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 - Northeast 1/4 of Section 18, all in Township 10 North, Range 19 East, described as follows:

Commence at the south one-quarter corner of said Section 7; thence North 89° 13' 31" West along the south line of said section 333.63 feet to the centerline of S.T.H. 175; thence South 47° 36' East along said centerline 223.67 feet, more or less, to the west property line of the Soo Line Railroad right of way and the point of beginning of this description; thence North 3° 51' West along said west line 159.07 feet to a point which is 110 feet northeasterly of said centerline, as measured normal to said centerline; thence South 47° 36' East 143.16 feet to a line 10 feet west of the east property line of said railroad, as measured normal to said east line; then South 3° 51' East along said line 68.86 feet to a point which is 143.16 feet South 47° 36' 00" East of and 90.21 feet North 3° 51' West of the point of beginning, as measured along and from said centerline of S.T.H. 175; thence North 86° 09' East 10 feet to the east line of said Railroad; then South 3° 51' East along said east line and its extension to the centerline of S.T.H. 175; thence South 47° 36' East along said centerline 61.43 feet more or less to the east property line of said Railroad right of way; thence South 3° 51' East along said east line 159.07 feet to a point which is 110 feet southwesterly of said centerline, as measured normal to said centerline; thence North 47° 36' West 240.05 feet more or less to the west property line of the railroad; thence North 3° 51' West along said west line 159.07 feet to said centerline of S.T.H. 175; thence South 47° 36' East 21 feet more or less to the point of beginning of this description.

This parcel contains 0.68 acre, more or less, exclusive of lands 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 utuility of 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:

Sandra L. Berge /s/
Sandra L. Berge

R. D. Swanell /s/
R. D. Swanell

SOO LINE RAILROAD COMPANY

By Thomas M. Beckley /s/
Thomas M. Beckley
ATTEST: President

By Arlene R. Holmes /s/
Secretary
Arlene R. Holmes

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 13th day of February, 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.

Lowell J. Callies /s/
Lowell J. Callies
Notary Public-Minnesota
Hennepin County
My commission expires Sept. 22, 1987

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, Minnesota 55402

SEAL

STATE OF WISCONSIN
Department of State } ss.
Received this 13th day of March A. D. 19 81 at 10 o'clock A M. and recorded in Vol. 51 of Railroad Mortgages on page 319-320
Secretary of State

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 $1,170.00, 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 STATE OF WISCONSIN, Department of Transportation, Division of Highways and Transportation Facilities, 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 a parcel of land in the SW 1/4 SW 1/4, Section 20, Township 16 North, Range 7 West presently laid out as railroad right-of-way by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company described in the following traverse:

Commencing at the SW corner of said Section 20; thence N02°44'35"E, 137.26 feet; thence N81°16'24"E, 129.20 feet; thence N81°55'40"E, 25.16 feet to a point on the westerly right-of-way line of said railroad and the point of beginning; thence N0°41'37"E, 86.59 feet along said westerly right-of-way line; thence S89°05'46"E, 30.00 feet to the easterly right-of-way line of said railroad; thence S0°41'37"W, 82.63 feet along said easterly right-of-way line to a point on a curve which has a 1,100.92 feet radius and a long chord of 30.25 feet which bears S83°22'10"W; thence westerly along the arc of said curve to the left 30.25 feet to the point of beginning. Said parcel contains 0.06 acre, more or less.

Together with approximately 85 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.

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 February 23, 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 /s/
B. H. Bobbitt, Asst. Vice President

WITNESS:

G. G. Grudnowski /s/
For said Trustee Secretary
G. G. Grudnowski

This document was prepared on behalf of Richard B. Obilvie, 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

FORM "A"

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this February 23, 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.

SEAL

Raymond H. Keegan /s/
Raymond H. Keegan
Notary Public, Cook County, Ill.
My Commission Expires November 30, 1983

STATE OF WISCONSIN
Department of State } ss.
Received this 13th day of March A. D. 19 81 at 10 o'clock A M. and recorded in Vol. 51 of Railroad Mortgages on page 320-321
Secretary of State

Executed in 4 Counterparts
of which this is No. 2

TRUSTEE'S DEED NO. BN/37

TRUSTEE'S DEED, made this 24th day of October, 1980

BETWEEN

RICHARD B. OGILVIE, the duly appointed, confirmed, qualified and acting Trustee of the property of Chicago, Milwaukee St. Paul and Pacific Railroad Company, Debtor, acting not as an individual but solely as said Trustee, ("Trustee") under the authority of the Court in certain proceedings for the Reorganization of a Railroad under amended Section 77 of

the Federal Bankruptcy Act (Title 11 U.S. Code Section 205) in the United States District Court for the Northern District of Illinois, Eastern Division, ("Court") entitled "In the Matter of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor", Case No. 77-B-8999, ("Cause") whose address for the purpose of this TRUSTEE'S DEED is Union Station, 516 Jackson Boulevard, Chicago, Cook County, State of Illinois 60606, party of the first part, GRANTOR.

AND

BURLINGTON NORTHERN INC., a Delaware corporation, whose general office address is 176 East Fifth Street, Saint Paul, Ramsey County, State of Minnesota 55101, party of the second part, GRANTEE.

WITNESSETH:

As is permitted by Section 5(b) of the Milwaukee Railroad Restructuring Act (Public Law 96-101, 93 Stat. 736, approved November 4, 1979, "MRRA") and in consummation of that certain offer made March 8, 1980 by GRANTEE, accepted March 10, 1980 by GRANTOR, ("Agreement"), which Agreement received Preliminary Approval in that certain Order No. 295, entered March 18, 1980, by the Court in said Cause, and as said Agreement is authorized and approved in and by that certain Decision and Order dated August 21, 1980, Service Date August 22, 1980, entered by the Interstate Commerce Commission in ICC Finance Docket No. 29328, BURLINGTON NORTHERN INC. -- PURCHASE (PORTION) -- CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (RICHARD B. OGILVIE, TRUSTEE), ("Decision-Order"), which Decision-Order and the Agreement received Final Approval in that certain Order No. 409 entered October 24, 1980 by the Court in said Cause (Approval), and as is specifically authorized by that certain Final Order (Final Order) No. 409A entered October 24, 1980 by the Court in said Cause, a true copy of said Final Order is hereinafter set forth and incorporated herein and made a part hereof, reference to which is hereby made, by which Agreement, Decision-Order, Approval and Final Order the GRANTOR has agreed and been permitted to sell to GRANTEE, and GRANTEE has agreed and been permitted to purchase from GRANTOR, all of the real and personal property, right-of way, lines of standard gauge railroad and appurtenances of GRANTOR described herein and in the Schedule of Property attached hereto, incorporated herein and made a part hereof, reference to which is hereby made for greater certainty.

NOW, THEREFORE, PURSUANT TO SAID AGREEMENT, DECISION-ORDER, APPROVAL, AND FINAL ORDER, THIS INDENTURE, for the sum of One and no/100 Dollar ($1.00) and other good and valuable consideration fo GRANTOR in hand paid by the GRANTEE, the receipt whereof by the GRANTOR is hereby acknowledged, and the sufficiency of which to support all of the terms, conditions, stipulations and provisions contained in the Agreement and in this TRUSTEE'S DEED is hereby by the GRANTOR unconditionally acknowledged and accepted, GRANTOR hereby conveys and quit-claims, unto GRANTEE, its successors and assigns, without any covenants, or warranties of title whatsoever, and without recourse to the GRANTOR, all of the GRANTOR'S right, title and interest, legal and equitable, whatsoever, in and to the real property, right-of-way, personal property, line of railroad and appurtenances of GRANTOR described herein and in the attached Schedule of Property, and in the attached Schedule Of Property, whether acquired or held in the name of the GRANTOR or in the name of some other person, entity or corporation for its use or on its behalf whatsoever.

TO HAVE AND TO HOLD all and singular the said real, right-of-way, personal property, line of railroad and appurtenances of the GRANTOR described herein and in the attached Schedule Of Property, unto the GRANTEE, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, this instrument is executed by RICHARD B. OGILVIE, the said Trustee, not as an individual but solely as Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the day and year first above written.

WITNESSED, SIGNED AND ACKNOWLEDGED

In the Presence Of:

G. G. Grudnowski /s/
G. G. Grudnowski

Richard B. Ogilvie /s/
RICHARD B. OGILVIE, not as an individual but solely as Trustee of the Property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.
)

On this day of February 12, 1981, 1981, before me, the undersigned a Notary Public in and for said County and State, personally appeared RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, to me known to be the identical person named in and who executed the foregoing TRUSTEE'S DEED, dated October 24, 1980, and acknowledged that he executed the same as his voluntary act and deed as Trustee as aforesaid, pursuant to the authority to him as Trustee granted in said Final Order.

IN WITNESS WHEREOF, I have set my hand and official seal.

SEAL

Raymond H. Keegan /s/
Raymond H. Keegan
Notary Public, Cook County, Illinois
My Commission Expires November 30, 1983.

True Copy of Order No. 409A

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 AND	)	Reorganization of a
PACIFIC RAILROAD COMPANY,	)	Railroad
	)	
Debtor)		No. 77 B 8999

ORDER NO. 409A

Upon consideration of the "Trustee's Request for Final Approval of Sales to Burlington Northern and Union Pacific" dated September 10, 1980, IT IS ORDERED that:

(1) the agreements between the Trustee and Burlington Northern Inc. ("BN") and between the trustee and Union Pacific Railroad Company ("UP") preliminarily approved in Order Nos. 295 and 308, respectively, are finally approved pursuant to Section 5(b)(1) of the Milwaukee Railroad Restructuring Act;

(2) the Trustee or his representative is authorized to convey to BN or its nominee, without further Order of this Court, the properties described in the Trustee's Agreement with BN executed March 10, 1980, all free from liens and other claims (including state or local tax claims or liens), when BN has satisfactorily completed its obligations under the Agreement;

(3) the Trustee or his representative is authorized to convey to UP or its nominee, without further Order of this Court, the properties described in the Trustee's Agreement with UP dated March 28, 1980, all free from liens and other claims (including state or local tax claims or liens), when UP has satisfactorily completed its obligations under the Agreement;

(4) should the properties be sold and conveyed in accordance with either or both agreements, 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 agencies and any other claimants in, upon or against properties sold and conveyed pursuant to his Order shall be transferred from said property to the net proceeds from the sale; and

(5) the proceeds from such sale and conveyance pursuant to either or both agreements, net of all expenses incident to or related to the sales, shall, until further Order of this Court, be deposited and retained in a new or existing Trust Account bearing the designation "Real Estate Sales" at 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 persons designated by him.

In accordance with Rule 8-509(a) of the Rules of Bankruptcy Procedure, this Court finds that the sales authorized by this Order are in the best interest of the Debtor's estate and ultimate reorganization.

/s/ Thomas R. McMillen
Thomas R. McMillen
District Judge

October 24, 1980

This instrument was jointly prepared by:

Robert L. Bartholic
Assistant General Counsel
Law Department Rm. 1180
Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101
Tele: (612) 298-3252

William L. Phillips
General Attorney
Law Department
Chicago, Milwaukee, St. Paul and
Pacific Railroad Company
Union Station
516 West Jackson Blvd.
Chicago, Illinois 60606
Tel: (312) 648-3000

Edward W. Malstrom and
Reynaldo P. Glover
Attorneys-at-Law
Isham, Lincoln and Beale
Attorneys for Richard B. Ogilvie,
Trustee of the Property of
Chicago, Milwaukee St. Paul and
Pacific Railroad Company
Debtor.
42nd Floor
One First National Plaza
Chicago, Illinois 60603
Tel: (312) 558-7408

Real Property Tax Statements for the within described real property should be sent to:

Director Property Taxes
Room 860
Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

STATE DEED TAX DUE HEREON:

When recording is complete, please return to:

Director Property Management
Room 1018
Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

SCHEDULE OF PROPERTY

BN/37

TO TRUSTEE'S DEED NO. BN/27 dated October 24, 1980.
REFERENCE: PRAIRIE DU CHIEN, WISCONSIN

Description of real property situate in Crawford County, State of Wisconsin, conveyed by Richard B. Ogilvie, Trustee, GRANTOR, unto Burlington Northern Inc., GRANTEE, viz:

The following real property, right-of-way and appurtenances of GRANTOR, Richard B. Ogilvie, as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, ("Milwaukee Road") as defined, described and conveyed in Trustee Deed No. BN/37 of which this Schedule of Property is a part, situate in the County of Crawford and State of Wisconsin, to-wit:

Existing Milwaukee Road right-of-way in Sections 6 and 7, Township 6 North, Range 6 West, 4th Principal Meridan, and Section 1, Township 7 North, Range 7 West, 4th Principal Meridian and Section 36, Township 7 North, Range 7 West, 4th Principal Meridian, described as follows:

A strip of land 132 feet in width, being 66 feet wide on each side of the main track centerline of the Milwaukee Road across Farm Lot 43, Private Land Claims at Prairie du Chien in said Sections 6 and 7 and a strip of land 99 feet in width being 49.5 feet wide on each side of said track centerline across Farm Lot 42, Private Land Claims at Prairie du Chien in said Sections 1 and 6 being the same premises conveyed by Warranty Deed dated July 12, 1856, from H. L. Dousman and B. W. Brisbois, Trustees of the Prairie du Chien Land Company Number Two to the Milwaukee and Mississippi Railroad Company, predecessor in interest to said Milwaukee Road, said deed being recorded in Crawford County on July 12, 1856, in Volume 9, Page 353; also.

SCHEDULE OF PROPERTY

TO TRUSTEE'S DEED NO. BN/37 dated October 24, 1980.

A strip of land 66 feet in width being 33 feet wide on each side of said track centerline across Farm Lot 41 of Private Land Claims in said Section 1, being the same premises conveyed by Warranty Deed dated June 5, 1856, from Edward Brodhead, et al., to the Milwaukee and Mississippi Railroad Company, predecessor in interest to said Milwaukee Road, said deed being recorded in Crawford County on June 18, 1856 in Book II on Page 292 and 293; also

A strip of land of irregular widths on each side of said track centerline in that portion of Water Street located in Prairie du Chien Land Company's Addition No. 1 and Lockwoods Addition in the City of Prairie du Chien in said Sections 1 and 36 lying between the Southerly line of Clerk Street and the Northerly line of Block 2 said Lockwood Addition produced Westerly across said Water Street; and also

A strip of land 100 feet in width, being 50 feet wide on each side of said track centerline in said Section 36, lying between said Northerly line of said Block 2 in said Lockwoods Addition produced Westerly and the Northerly line of Wells Street in Beaumont's Addition to the City of Prairie du Chien and a strip of land adjacent to the hereinabove described right-of-way lying between a line parallel with and distant 50 feet Easterly, measured at right angles to said track centerline and a line parallel with and distant 8.5 feet Easterly, measured at right angles from the centerline of Milwaukee Road's first track as now constructed Easterly of said main track serving FS Services, predecessor in interest of Wisconsin Cooperative Farm Plant Foods and between two lines at right angles to said main track centerline at points therein distant respectively 280 feet and 882.1 feet Southerly, measured along a line parallel with and distant 50 feet Easterly, measured at right angles,

SCHEDULE OF PROPERTY

TO TRUSTEE'S DEED NO. BN/37 dated October 24, 1980.

from said main track centerline, being portions of the same premises conveyed by the following deeds:

Quitclaim Deed dated August 28, 1855 from Edward Brodhead and wife to the Milwaukee and Mississippi Railroad Company, predecessor in interest to said Milwaukee Road, said deed being recorded in Crawford County on July 9, 1857 in Book K, Page 621 and 622; and Quitclaim Deed dated August 15, 1853 from Edward Pelton, et al., to said Milwaukee and Mississippi Railroad Company, said deed being recorded on August 13, 1855 in Book H, Page 187 and 188; and Warranty Deed dated December 21, 1945 from Wisconsin Cooperative Farm Plant Foods to said Milwaukee Road, said deed being recorded on February 4, 1946 in Volume 170 on Page 358;

Containing, in the aggregate, 20.71 acres of land, more or less.

SUBJECT to all existing permits, uses and occupancies whether or not of record and to all reservations, rights-of-way, easements, occupancies and exceptions of record.

STATE OF WISCONSIN } ss.
Department of State
Received this 13th day of
March A. D. 19 81 at 10
o'clock A. M. and recorded in Vol.
51 of Railroad Mortgages
on page 321-325
Secretary of State

Authorization No. P-720

EASEMENT DEED NO. 82245

The GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, for the consideration of EIGHT HUNDRED TWENTY AND NO/100 DOLLARS ($820.00) grants a permanent easement for highway purposes, and for no other use or purpose whatsoever, to the CITY OF RICE LAKE, WISCONSIN, GRANTEE, over, upon and across the following described real estate situated in the County of Barron and the State of Wisconsin, to wit:

All that part of a strip or parcel of land in Section 33, Township 35 North, Range 11 West presently laid out and used as railroad right-of-way by the Chicago and North Western Transportation Company, 100 feet in width and lying in the southerly 95 feet of the Southeast Quarter of the Northwest Quarter and in the northerly 45 feet of the Northeast Quarter of the Southwest Quarter of said Section 33 and being 50 feet in width on the westerly side and 50 feet in width on the easterly side of the Chicago and North Western Transportation Company track centerline, said track centerline being located approximately 852 feet N 89° 47' W of the center of said Section 33.

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 repairs, 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 forany 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 the first instance in and abount 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.

Upon abandonment of the use of the above descrbed real estate for the purposes herein granted, title thereto shall remain in Grantor free and clear of all rights and claims of the Grantee hereunder.

DATED this 18th day of MARCH, 1981.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Patricia A. McLawin /s/

By ROBERT W. MICKEY /s/
Robert W. Mickey, Vice President
(S E A L)

Robert A. Meyer /s/

Attest JOAN A. SCHRAMM /s/
Joan A. Schramm, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 TRANSPORATION COMPANY, A Delaware corporation, and the identical persons whose names and 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 Directros, as the free and voluntary act and deed fo 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 MARCH, 1981.

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

My Commission Expires: November 8, 1984 (S E A L)

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

STATE OF WISCONSIN
Department of State } ss.
Received this 8th day of April A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of R R M on page 325-326
Vel Phillips
Secretary of State

EASEMENT

Grantor, RICHARD B. OGILVIE, not as an individual by solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, 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 liens and claims as provided in said order No. 19, unto STATE OF WISCONSIN, Department of Transportation, Division of Transportation Facilities, Grantee, a permanent easement for highway purposes, 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 authoritites may deem desirable to prevent erosion of the soil or to beautify the highway, in and to the following lands in Racine County, Wisconsin:

That part of the SW 1/4 of the SW 1/4 of Section 25, Township 3 North, RAnge 20 East, described as follows:

Commence at the southwest corner of said Section 25; thence North 2°4'29" West along the west line of said section 92.23 feet; thence North 81°36'6" East along the north line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, 207.35 feet to the point of beginning of this description; thence South 69°32'38" East, 205.15 feet to the south line of said railroad; thency North 81°36'6" East along said south line 401. 88 feet; thence North 65°26'56" West 182.02 feet to the north line of said rairlaod, thence South 81°36'6" West 428.81 feet to the point of beginning of this description, containing 0.63 acres of land, more or less.

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 Grnator's title. Upon abandonment of the use of said lands for the purposes herein authorized, title thereto shall remain in Grantor fee 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 MARCH 30, 1981.

RICHARD B. OGILVIE. Trustee of
The property of Chicago, Milwaukee,
St. Paul and Pacific Railraod Company,
Debtor

By B. H. BOBBITT /s/
Asst. Vice President

WITNESS:

By G. G. GRUDNOWSKI /s/
For Trustee SEcretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this MARCH 30, 1981 , A.D., before me, the undersigned, a Notary Public in and for said County and State, personally appeared B. H. BOBBITT, ASST. VICE PRESIDENT for theTrustee 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 /s/
NOTARY PBULIC

(S E A L)

Notary Public, Cook County, ILL
My Commission expires Nov. 30, 1983

STATE OF WISCONSIN)
Department of State) ss.
Received this 15th day of April A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of R.R.M. on page 327-328
Secretary of State

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.

APPOINTMENT OF JOHN J. FORD AS INDIVIDUAL
TRUSTEE UNDER THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY FIRST AND REFUNDING MORTGAGE
DATED FEBRUARY 1, 1921 IN SUCCESSION TO
BARTLETT FORD, RESIGNED

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, Chicago, Burlington & Quincy Railroad Company (now by merger Burlington Northern Inc.) did execute and deliver to The First National Bank of the City of New York (now Citibank, N.A.) and Frazier L. Ford, as Trustees, its First and Refunding Mortgage, dated February 1, 1921; and

WHEREAS, the said Frazier L. Ford, the Individual Trustee named in said Mortgage, died on April 10, 1947, and George E. Porter was thereafter duly appointed as successor Individual Trustee; and

WHEREAS, the said George E. Porter, successor Individual Trustee under said Mortgage, died on January 14, 1954, and Jacob M. Ford II was thereafter duly appointed as successor Individual Trustee; and

WHEREAS, Jacob M. Ford II, successor Individual Trustee under said Mortgage, thereafter resigned and Bartlett Ford was thereafter appointed as successor Individual Trustee; and

WHEREAS, Bartlett Ford did thereafter resign; and by Section 3, Article Thirteen of said Mortgage, it is provided that the Corporate Trustee by an instrument in writing, may appoint a successor to such Individual Trustee; and

WHEREAS, the undersigned is authorized to act on behalf of said Citibank, N.A., as Corporate Trustee under such First and Refunding Mortgage, to fill the vacancy in the office of the Individual Trustee under said First and Refunding Mortgage;

THIS INSTRUMENT WITNESSETH: That Citibank, N.A., Corporate Trustee under said First and Refunding Mortgage, pursuant to the provisions of Section 3, Article Thirteen, of the Individual Trustee under said First and Refunding Mortgage,

THIS INSTRUMENT WITNESSETH: That Citibank, N.A. Corporate Trustee under said First and Refunding Mortgage, pursuant to the provisions of Section 3, Article Thirteen, of said Mortgage, hereby appoints John J. Ford, a resident of the City of St. Joseph in the State of Missouri, as Individual Trustee under said First and Refunding Mortgage, to fill the vacancy in the officeof Indivdual Trustee created by the resignation of Bartlett Ford, successor Individual Trustee, to act as such Individual Trustee under said First and Refunding Mortgage, with like effect as if originally named as Trustee therein.

IN WITNESS WHEREOF, Citibank, N.A. has caused these presents to be signed with its corporate name by a Senior Trust Officer and its corporate seal to be hereon im pressed and attested by its Trust Officer, thereunto duly authorized, as of the 8th day of December, 1980.

ATTEST:

V. LOPEZ /s/
Truste Officer

CITIBANK, N.A., As Corporate Trustee

By: RALPH E. JOHNSON /s/
Senior Trust Officer

Witnesses to Signatures:

THERESA HUGHES /s/

E. J. JAWORSKI /s/

(S E A L)

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

Be it remembered, that on this 8th day of December A.D., 1980, before me, a Notary Public in and for said County and State, personally appeared Ralph E. Johnson, Senior Trust OOfice of Citibank, N.A., a national banking association incorprated and existing under the laws of the United States of America, personally known to me to be the same person whose name is subscribed to, and who executed the foregoing instrument as a Senior Trust Officer, who, being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., Trustee, and that he knows the corporate seal of said association; that the seal affixed to the foregoing instrument is the corporate seal of said association; that it was affixed by order of Citibank, N.A., Trustee; that said instrument was signed and sealed by him on behalf of said association as a Senior Trust Officer of said association; and the said Ralph E. Johnson acknowledged said instrument, and that it was the voluntary act and deed of Citibank, N.A., Trustee, and that he as Senior Trust Officer signed, sealed and delivered said instrument as the free and voluntary act and deed of Citibank, N.A., Trustee, and as his own free and voluntary act and deed as Senior Truste Officer, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand official seal this 8th day of December, A.D., 1980.

(NOTARIAL SEAL)

H. DOUGLAS HUNTER /s/
Notary Public, State of New York
No. 31-4707995
Qualified in New York County
Term Expires March 30, 1981

ACCEPTANCE OF APPOINTMENT AS SUCCESSOR INDIVIDUAL
TRUSTEE UNDER THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY FIRST AND REFUNDING MORTGAGE DATED
FEBRUARY 1, 1921

WHEREAS, Frazier L. Ford, Individual Trustee under the First and Refunding Mortgage of the Chicago, Burlington & Quincy Railroad Company (now by merger Burlington Northern Inc.) to The First National Bank of the City of New York (now Citibank, N.A.) and Frazier L. Ford, as Trustees, dated February 1, 1921, died on April 10, 1947, and George E. Porter was thereafter duly appointed and qualified as Individual Trustee in succession to the said Frazier L. Ford; and

WHEREAS, the said George E. Porter, successor Individual Trustee under said Mortgage died on January 14, 1954, and Jacob M. Ford II was thereafter duly appointed as successor Individual Trustee; and

WHEREAS, Jacob M. Ford II, successor Individual Trustee under said Mortgage, thereafter did resign and Bartlett Ford was thereafter appointed as successor Individual Trustee; and

WHEREAS, Bartlett Ford did thereafter resign; and

WHEREAS, said Citibank, N.A., Corporate Trustee under said First and Refunding Mortgage, pursuant to the provisions of Section 3, Article Thirteen, of said Mortgage, by an instrument in writing, duly apponted and designated John J. Ford, a resident of the City of St. Joseph, in the State of Missouri, to act as Individual Trustee under said Mortgage, in succession to the said Bartlett Ford, resigned; and

WHEREAS, it is provided by saidSection 3, ARticle Thirteen, of said First and Refunding Mortgage, that any new Trustee appointed thereunder shall execute, acknowledge and deliver to his co-trustee and to the Railroad Company, an instrument accepting such appointment thereunder, and that thereupon such new Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of his predecessor in the trusts thereunder with like effect as if originally named as Trustee therein;

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH: That the said John J. Ford, does hereby accept such appointment and execute, acknowlege and deliver to Citibank, N.A. and to Burlington Northern Inc., his acceptance of such appointment as Individual Trustee in succession to the said Bartlett Ford, resigned, as aforesaid, and agrees to be bound by all the conditions and trusts declared in said First and Refunding Mortgage as fully as if originally named as trustee therein.

IN WITNESS WHEREOF, the said John J. Ford, has hereunto set his hand and seal as of the 11th day of December, 1980.

JOHN J. FORD /s/
Individual Trustee

Sealed and delivered in the presenceof:

HELEN BRITTAIN /s/

MARY MARGARET DUNCAN /s/

STATE OF WISCONSIN)
Department of State) ss.
Received this 24th day of April A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 57 of RRM on page 330-330
Vel Phillips
Secretary of State

STATE OF MISSOURI)
) SS
CO. OF BUCHANAN)

I, Constance J. Smith, Notary Public in and for the said County, in the State aforesaid, do hereby certify that John J. Ford, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 11th day of December, A.D., 1980.

(S E A L)

CONSTANCE J. SMITH /s/

CONSTANCE J. SMITH, NOTARY PUBLIC
BUCHANAN COUNTY MISSOURI
MY COMMISSION EXPIRES 5-24-82

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. 19 of said Court entered March 6, 1978, for and in consideration of the sum of $1.00 and other good and valuable consideration, 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 State of Wisconsin, Department of Transportation, Division of Highways and Transportation Facilities, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate, to-wit:

All that portion of Government Lot 5 in Section 29, Township 26 North, Range 7 East, County Marathon State of Wisconsin, lying between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's Easterly right of way line as located July 17, 1978, and the following described line:

Commencing at a point N 0° 37' 37" W, 108.24 feet from the center of said Section 29, thence N 24° 30'25" E along the centerline of S.T.H. 34 (as laid out July 17, 1978), 557.55 feet to the point of curve concave to the west and having a radius of 1273.24 feet, thence northwesterly along arc of said curve 759.33 feet, thence southwesterly normal to said curve 37.0 feet to the point of beginning of the line to be described, thence N 10° 44' 04" W, 97.17 feet to a point, thence N 16° 13' 04" W, 98.06 feet to a point, thence N 21°52' 48" W, 100.32 feet to a point, thence N 15°00' 56" W, 200.16 feet and ending the line being described.

Containing approximately 0.14 acres.

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 JANUARY 14, 1981.

STATE OF WISCONSIN)
Department of State) ss.
Received this 24th day of April A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 57 of RRM on page 330-331
Vel Phillips
Secretary of State

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 /s/
Asst. Vice President

WITNESS:

G. G. GRUDNOWSKI /s/
For said Trustee Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this JANUARY 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.

(S E A L)

RAYMOND H. KEEGAN /s/

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

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, Peal Estate Attorney, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

Executed in 15 Counterparts of which this is counterpart No. 7

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain Lease of Railroad Equipment dated January 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 January 1, 1966 creating an equipment trust designated "GREAT NORTHERN RAILWAY FIRST EQUIPMENT TRUST OF 1966", by and among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) and Great Northern 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 January 5, 1966, ICC Recordation No. 3613.

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 convenanted 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 January 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 following 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:

No. of Units	Description of Equipment		Car Numbers
25	Covered Hopper Cars	GN	71770 (BN 400000), 71771-71774, 71775 (BN 410041), 71776 (BN 400006), 71777-71778, 71779-71781 (BN 400009-400011), 71782-71783, 71784 (BN 400014), 71785, 71786 (BN 416042), 71787-71788, 71789 (BN 400045), 71790 (BN 410046), 71791, 71793 (BN 410049)
150	Wood Chip Cars	GN	174050-174052, 174054-174085, 174087-174099, 174100-174139, 174140 (BN 585440), 174141-174159, 174161-174199
1	Box Car	BN	355184
1	Airslide Car	BN	413350

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 6th day of MAY, 1981.

CITIBANK, N.A.

By RALPH E. JOHNSON /s/
Senior Trust Officer

(SEAL)

ATTEST:

(?) /s/
Trust Officer

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

STATE OF WISCONSIN)
Department of State) ss.
Received this 12th day of May A. D. 19 81 at 10 o'clock a. M. and recorded in Vol. 51 of RRM on page 331-333
Secretary of State

On this 6th day of MAY, 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.

(NOTARIAL SEAL)

H. DOUGLAS HUNTER
Notary Public State of New York
No. 31-4707995
Qualified in New York County
Term Expires March 30, 1982

RELEASE

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	41 235
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	" " "	411 145
October 15, 1974	" " "	539 199
October1, 1977	" " "	887 262

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:

A parcel of land located in the Northwest Quarter of Section 23, Township 7 North, Range 9 East of the Fourth Principal Meridian in Madison, Dane County, Wisconsin, more particularly described as follows:

The South 13 feet 8 inches of the North 145.7 feet of the West 99 feet of Outlot No. 4 in the University Addition to the City of Madison; that portion of the South 104.3 feet of the North 250 feet of the West 175 feet of said outlot No. 4 lying northerly of and adjacent toa line that lies parallel with and 10 feet normally distant northerly from the centerline of the northerly most track of the former Illinois Central Gulf Railroad Company (conveyed to the State of Wisconsin, Department of Transportation, by deed dated December 29, 1980); and that portion of the South 64.34 feet of the North 250 feet of the West 175 feet of the East 241 feet of the original said Outlot No. 4 lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track.

Also, all right, title and interest, if any, Grantor may have in 20 feet wide alley lying within said Outlot No. 4 and adjacent to the premises herein conveyed.

Without, herever, 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 TESTIMONY 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 24th day of APRIL 19 81.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
as Trustee aforesaid

By: P. J. CROOKS /s/
TRUST OFFICER

ATTEST:

J. M. GAUDIOSO /s/
Assistant Secretary

(S E A L)

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 P. 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 theseal 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 24th day of APRIL ,1981.

HAROLD ROBINSON /s/
Notary Public

My Commission Expires: MARCH 30, 1982 .

STATE OF WISCONSIN)
Department of State) ss.
Received this 27th day of May A. D. 19 81 at 10 o'clock a.m. and recorded in Vol. 51 of RRM on page 333-335
Secretary of State

(SEAL)

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, for in consideration of the sum of SEVENTY THREE THOUSAND AND NO/100 ($73,000.00)---------- in hand paid, and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee,

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

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 Northwest Quarter of Section 23, Township 7 North, Range 9 East of the Fourth Principal Meridian in Madison, Dane County, Wisconsin more particularly described as follows:

The South 13 feet 8 inches of the North 145.7 feet of the West 99 feet of Outlot No. 4 in the University Addition to the City of Madison; that portion of the South 104.3 feet of the North 250 feet of the West 175 feet of said Outlot No. 4 lying northerly of and adjacent to a line that lies parallel with and to feet normally distant northerly from the centerline of the northerly most track of the former Illinois Central Gulf Railroad Company (conveyed to the State of Wisconsin, Department of Transportation, by deed dated December 29, 1980); and that portion of the South 64.34 feet of the North 250 feet of the West 175 feet of the East 241 feet of the original said Outlot No. 4 lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track.

Also, all right, title and interest, if any, Grantor may have in 20 feet wide alley lying within said Outlot No. 4 and adjacent to the premises herein conveyed.

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 Grantor, its successors or assigns from any liability for any damages attributable to removing said minerals and this release shall run with the land.~~ RAI

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. RAI

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 23 day of MARCH , 1981.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

(SEAL)

By R. A. IRVINE /s/
Vice President

ATTEST:

W. H. SANDERS /s/
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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 seal this 23 day of MARCH 1981.

ROBERT L. WILEY /s/
Notary Public

My Commission Expires:

July 18 1984

Description Approved: ICG RAILROAD - ENG. DEPT.

Form Approved: R.R. FOWLER
Attorney

THIS INSTRUMENT PREPARED BY:
R.L. WILEY
Real Estate Department
Illinois Central Gulf Railroad
233 North Michigan Avenue
Chicago, Illinois 60601

STATE OF WISCONSIN } ss.
Department of State
Received this 27th day of
May A. D. 19 81 at 10
o'clock A. M. and recorded in Vol.
51 of RRM
on page 335-336
Secretary of State

AGREEMENT FOR DRAINAGE EASEMENT ON RAILROAD RIGHT OF WAY

BY AND BETWEEN

THE STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS AND TRASPORTATION FACILITIES

AND

SOO LINE RAILROAD COMPANY

WEST COUNTY LINE-CTH "TT" ROAD

USH 10 AT DALE

OUTAGAMIE COUNTY, WISCONSIN

This Agreement is made and entered into by and between the State of Wisconsin, Department of Transportation, Division of Highways and Trasportation Facilities, hereinafter designated as the "State", and the Soo Line Railroad Company, hereinafter designated as the "Company".

(1) The Company hereby grants its right and permission to the State and its contractors to enter upon company premises adjacent to its Medina Junction-Freemont line, at the unincorporated community of Dale in the Town of Dale, Outagamie County, Wisconsin as shown on attached Exhibit "A", to install Manhole 2-J, Inlet 1-B, connecting pipes, storm sewer extensions, concrete masonry endwalls and aprons, as further shown on the attached Exhibits "B", "C", and "D".

(2) This grant for drainage facilities under Item (1) above is made subject to the following conditions:

(a) The manhole, inlet, connecting pipes, storm sewer extensions, endwalls, and aprons will be constructed in accordance with the approved plans of the State.

(b) The manhole, inlet, storm sewer extensions, endwalls, and aprons shall be installed at the sole cost and expense of the State.

(c) The State will not permit its contractors to store equipment or material closer than ten feet from the centerline of the mainline track.

(d) The State will maintain the manhole, inlet, conncetinq pipes storm sewer connections, endwalls, and aprons highlighted in yellow as shown on Exhibit "B" without cost or expense to the Company. The Company will continue to maintain the four existing 30-inch RCCP strom sewers outlined in red on Exhibit "B" without cost or expense to the State. The Company, at any time it so elects, may, but shall not be obligated to, make an inspection of the manhole, inlet, connecting pipes, storm sewer extensions, endwalls, and aprons on its right of way and notify the State of any conditions which may need to be corrected in order to maintain it in a safe condition. The State will make the repairs as necessary and practical in a manner satisfactory to the Chief Engineer of the Company. In the event it would be agreed that the repairs be made by the Company, the State will enter into an agreement covering the work to be done and under which the Company will be reimbursed for the costs incurred by it on that account.

(e) The State shall assume all risk of damage to or destruction of the manhole, inlet, connecting pipes, storm sewer extensions, endwalls, and aprons through any cause whatsoever while located upon the Company's property.

(f) The Company hereby grants permission to the State or its contractors to enter upon Company right of way for the purposes of inspecting and maintaining the manhole, inlet, connecting pipes, storm sewer extensions, slopes, endwalls, and aprons provided that no work be done or equipment used in such proximity of the track which would endanger the operation of trains unless an authorized representative of the Company is present.

The use of the Company's property at the above-described location, however long continued, shall not vest in the State any rights adverse to the rights of the Company, other than those set forth by this document.

(3) The Company also grants a temporary right and permission to the State to enter upon its premises hereinbefore described and identified as the shaded area in Exhibit "B", to construct highway cut and fill slopes required for the installation of additional drainage facilities, and to rip rap, topsoil, fertilize and seed the disturbed areas.

(4) This grant under Item (3) is made subject to the condition that the above improvements shall be made at the sole cost and expense of the State.

(5) Construction operations performed by the State or its agents upon the premises of the Company, as described in Item (1) and (3) above, shall be done in such manner as to not interfere with or endanger the facilities or operations of the Company. The STate shall require its contractors and subcontractors performing work upon the premises of the Company to protect or arrange for protection of the wire lines and other facilities of the Company, to prosecute all work with reasonable care, skill and diligence, to leave the Company premises in a smooth and sightly condition that will not impair or obstruct existing Company drainage, to perform all of said work to the satisfaction of said Chief Engineer and in such a manner as not to impair or injure the improvements on said right of way, and to conform to the directions and requirements of said Chief Engineer or of his authorized representative in all matters relating to the safety of train operations.

The State agrees to require its contractors and subcontractors to provide flagging protection as may be required by the Company for work done on Company property, in accordance with Section 107.17 of the State's"Standard Specifications for Road and Bridge Construction - Edition of 1975".

(c) It is agreed that the Company assumes no responsibility or liability for any injury to or death of a person, or loss of or damage to the property of any person or persons whomsoever, including the parties hereto and their employees, in any manner arising from or growing out of the entry upon, occupation or use of the premises of the Company for the purpose aforesaid or out of the location, construction, reconstruction, maintenance, existence, use or operation of the aforesaid facilities upon said premises.

The State will require its contractor to provide for and in behalf of the Company insurance protection to cover liability imposed by law upon the Company for damages because of bodily injury liability, property damage liability and physical damage to property resulting from the operations or presence of the contractor, subcontractor, or their employees, on the project. This coverage shall be written in accordance with the requirements of the United States Department of Transportation as set forth in the Federal-Aid Highway Promgram Manual, Volume 6, Chapter 6, Section 2, Subsection 2, "Railroa-Highway Insurance Protection Required

of Contractors", dated October 25, 1974, or modifications and subsequent revisions thereto.

The amount of insurance to be provided shall be limited to a combined single limit amount of two million dollars ($2,000,000) per occurrence for Bodily injury Liability, Property Damage Liability and Physical Damage to Property, with six million dollars ($6,000,000) aggregate for the term of the policy with respect to Bodily Injury Liability, Property Damage Liability and Phsical Damage to Property.

The provisions of Subsection 107.17.3 of the State's Standard Specifications for Road and Bridge Construction will govern the furnishing of the third-party protection insurance for the railroad.

(6) This agreement as it relates to Item (3) above shall continue in effect until January 1, 1983 unless work is completed at an earlier date as evidenced by notice given by the State to the Company.

(7) This Agreement shall be binding upon the parties, hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the year and the date below written by their proper officers and representatives.

SOO LINE RAILROAD COMPANY

By THOMAS M. BECKLEY /s/
Thomas M. Beckley, President

Date APRIL 28, 19 81

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND
TRANSPORTATION FACILITIES

By H. Ziedler /s/

Date May 14, 1981

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of June A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 57 of R R M on page 337-339
Secretary of State

EXHIBITS A, B, C, D SEE DOCUMENT IN FILE

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION

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:

That part of Block 222 in the City of Sheboygan, including the alley therein, together with those parts of Maryland Street, Jersey Street, and 17th Street, all adjoining said Block, being part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 15 North, Range 23 East of the Fourth Principal Meridian, all bounded as follows: On the North by the center line of New Jersey Street; On the East by the center line of 17th Street; On the South by the center line of Maryland Street; and on the West by a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the "Cutoff" main track of the Chicago and North Western Transportation Company, as said main track is now located.

Signed at Madison, Wisconsin, this 9th day of JUNE, 1981

Witnessed By:

RICHARD BLACK /s/

RAMAS J. THOMAS /s/

PAUL C. HEITMANN /s/
Wisconsin Department of Transportation

On this 9th day of JUNE , 1981, before me Paul C. Heitmann, the undersigned office 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.

WILLIAM L. PAUL /s/
Notary Public

(SEAL)

My Commission Expires MAY 13, 1984

STATE OF WISCONSIN
Department of State } ss.
Received this 23rd day of June A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 339-340
Secretary of State

EASEMENT

THIS EASEMENT, made this 7th day of APRIL , 1981, between ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (hereinafter referred to as Grantor) and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as Grantee),

WITNESSETH, that Grantor, in consideration of the sum of Ten and 00/100 ($10.00) Dollars, the receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, an easement for railroad right-of-way 20 feet in width on, over and across Grantor's real property as shown in hatch marks on Exhibit A dated March 3, 1981 attached hereto and made a part hereof.

GRANTOR does not warrant title to the above described premises and does not undertake to defend Grantee in the peaceable enjoyment thereof. This grant shall be subject to the continuing lien of all outstanding and existing liens and superior rights in and to said premises.

THE easement and permission herein granted shall continue in force and effect until abandoned by Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, the day and year above written.

ATTEST: (SEAL)

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By /s/
Vice President-Real Estate

W. H. SANDERS /s/
Assistant Secretary

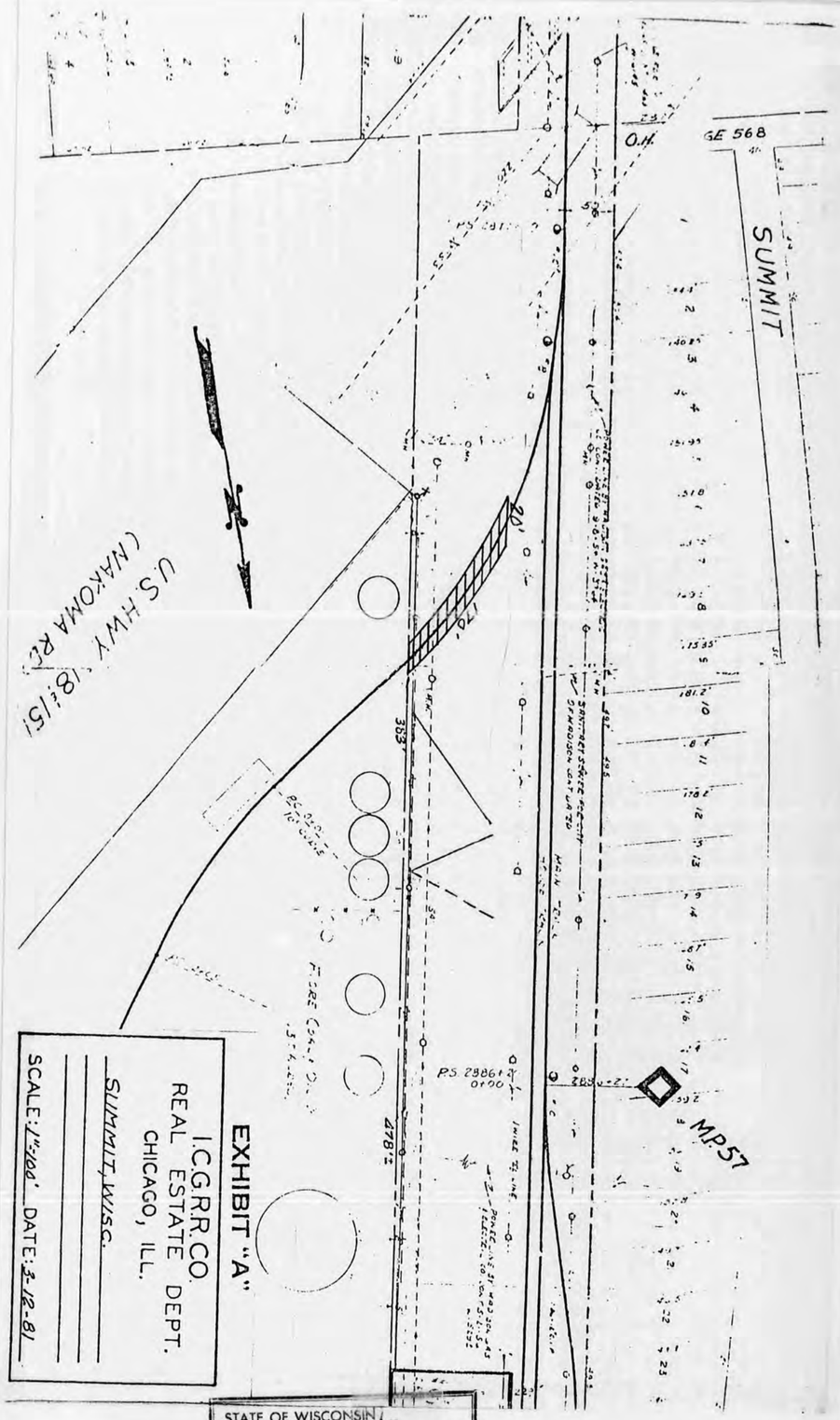
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

ATTEST: (SEAL)

By D. F. HAIST /s/

RICHARD BLACK /s/

STATE OF WISCONSIN
Department of State } ss.
Received this 7th day of July A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 340-341
Secretary of State



STATE OF WISCONSIN
Department of State } ss.
Received this 7th day of July A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of RRM on page 340-341
Secretary of State

EXHIBIT A

THIS INDENTURE, made this 24th day of JUNE , 1981, between SOO LINE RAILROAD COMPANY, a Minnesota corporation, hereinafter called "Grantor", and the CITY OF NEENAH, Winnebago County, Wisconsin, hereinafter called "Grantee",

WITNESSETH, that the Grantor, in consideration of One Thousand Four Hundred Fifty-eight and No/100 Dollars ($1,458.00), the receipt whereof is hereby acknowledged, does hereby grant unto said Grantee an easement for highway purposes only as long as so used upon and across lands owned by said Grantor at the following described location in Winnebago County, Wisconsin, to-wit:

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 4, T19N, R17E, Town of Neenah, more **particularly described as**:

Commencing at the NW Corner of said Section 4; thence S3°01'11"E, along the WEst line of said NW 1/4, 249.18' to a point on the reference line of proposed Breezewood Lane; thence S78°30'57"E along said reference line, 245.87', to a point on the existing Northwesterly Right of Way line of the Soo Line Railroad Company, and the Pont of Beginning of this descrption; thence N20°19'24"E, along said Northwesterly Right of Way line, 121.44'; thence S78°30'57"E, 66.80', to the Southeasterly Right of Way line of said Soo Line Railroad Company; thence S20°19'24"W, along said Southeasterly Right of Way Line, 242.89'; thence N78°30'57"W, 66.80', to the existing Northwesterly Right of Way line of siad Soo Line Railroad Company; thence N 20°19'24"E, 121.45', to the Point of Beginning and the end of this description.

Said parcel contains 0.368 of an acre, more or less.

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

The grant shall be binding upon the Grantor and the Grantee and their successors and assigns.

IN WITNESS WHEREOF, said Grantor 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:

SUSAN G. TEISBERG /s/

BETH M. MECKOLA /s/

SOO LINE RAILROAD COMPANY

By THOMAS M. BECKLEY /s/
Its President

ATTEST: (SEAL)

By ARLENE R. HOLMES /s/
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

Personally came before me this 24th day of JUNE , 1981, THOMAS M. BECKLEY , Its 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.

LOWELL J. CALLIES /s/
Notary Public - Minnesota
HENNEPIN COUNTY
My Commission expires Spet. 22, 1987

This instrument was drafted by:
Soo Line Railroad Company
1508 Soo Line Building
Minneapolis, MN 55402

STATE OF WISCONSIN } ss.
Department of State
Received this 10th day of July A. D. 19 81 at 10 o'clock a. M. and recorded in Vol. 51 of R.R.M. on page 342
Secretary of State

Executed in 15 Counterparts of which this is Counterpart No. 11

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by a certain lease of Railroad Equipment dated May 1, 1962, First National City Bank (therein called the "Trustee"), as Trustee, hereinafter referred to as party of the first part, under an Agreement dated as of May 1, 1962 creating an equipment trust designated "GREAT NORTHERN RAILWAY EQUIPMENT TRUST OF 1962", by and among Burlington Equipment Company, First National City Bank (now Citibank, N.A.) and Great Northern 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 May 4, 1962, ICC Recordation No. 2214, and certain items of railroad equipment were added to said Lease by Supplemental Lease of Equipment dated and recorded as follows:

Supplemental Lease dated January 20, 1967, recorded with the Interstate Commerce Commission on February 8, 1967, ICC Recordation No. 2214-A.

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 convenanted 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 equipmetn 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 May 1, 1962, in pursuance of the terms and conditions of said Lease and ofsaid 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 eliver to the party of the second part, its successors and assigns, all right, title and interest of said Trustee in and to the following 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.

10	Covered Hopper Cars	GN 71580-71582 (BN 445000-445002), 71583, 71584 (445004), 71585-71586, 71587-71589 (445007-445009)
40	Covered Hopper Cars	GN 71700-71703, 71704 (BN 450004), 71705-71706, 71708-71710 71712-71716, 71717 (450017), 71718 (450039), 71719-71721, 71722 (450022), 71723 (450023), 71724, 71725 (450025), 71726-71727, 71728 (450028), 71729-71737, 71739.
1	Gondola	GN 78405
50	Tank Cars	GN 100000-100039, 100041-100049

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 but one and the same instrument.

IN WITNESS WHEREOF, Citibank, N.A., as Trustee as aforesaid, has caused its cororate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this 1st day of August, 1977.

CITIBANK, N.A., as Trustee

By /s/

(SEAL)
ATTEST:

/s/
Trust Officer

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

On this 9th day of August, 1977, 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 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.

STATE OF WISCONSIN
Department of State } ss.
Received this 11th day of July A. D. 19 77 at 2:00 o'clock P. M. and recorded in Vol. 57 of R.R.M. on page 313-314
Fred Risser
Secretary of State

IDA M. HAINESWORTH /s/
Notary Public, State of New York
No. 24-4646216
Qualified in Kings County
Cert. held in New York County
Commission Expires March 30, 1979

(SEAL)

Form 2600-A

147430 VOL 354 PAGE 314 Authorization No. Res. Dated July 22, 1974

VOL 2935 PAGE 14 DEED NO. 82344 1712710

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of TWO HUNDRED THOUSAND AND NO/100 - - -

DEED NO. 82344

Authorization No. Res. Dated July 22, 1974

Thence said centerline continues southeasterly on a curve to the right as surveyed, located, and laid out, through the SE1/4-SE1/4 of said Section 13 to the south line of said Section 13, to a point approximately 794 feet west of the southeast corner of said Section 13;

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the E1/2-NE1/4 of Section 24, T 6 N, R 3 E, to the east line of Range 3 East, also being the east line of said Section 24, and being approximately 1,894 feet south of the northeast corner of said Section 24.

IN TOWNSHIP 6 NORTH, RANGE 4 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DODGEVILLE, IOWA COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues southeasterly from the above-described centerline, as surveyed, located, and laid out, beginning at the west line of Section 19, T 6 N, R 4 E, also being the west line of Range 4 East, running southeasterly through the SW1/4-NW1/4 and the NW1/4-SW1/4 of said Section 19;

Thence said centerline continues southeasterly on a reverse curve, as surveyed, located, and laid out, through the NE1/4-SW1/4 and the NW1/4-SE1/4 of said Section 19;

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the NE1/4-SE1/4 of said Section 19 to the east line of said Section 19 at a point approximately 1,474 feet north of the southeast corner of said Section 19;

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the NW1/4-SW1/4 of Section 20, T 6 N, R 4 E;

Thence said centerline continues southeasterly on a curve to the right, as surveyed, located, and laid out, through the S1/2-SW1/4 of said Section 20 to the south line of said Section 20 at a point approximately 290.5 feet east of the southwest corner of the SE1/4-SW1/4 of said Section 20;

Thence said centerline continues southeasterly and easterly on a curve to the left, as surveyed, located, and laid out, through the NE1/4-NW1/4 of Section 29, T 6 N, R 4 E;

Thence said centerline continues easterly as surveyed, located, and laid out, through the NW1/4-NE1/4 of said Section 29;

Thence said centerline continues easterly and northeasterly on a curve to the left, as surveyed, located, and laid out, through the NE1/4-NE1/4 of said Section 29 to the north line of said Section 29 at a point approximately 286 feet west of the northeast corner of said Section 29;

Thence said centerline continues northeasterly as surveyed, located, and laid out, through the SE1/4-SE1/4 of Section 20, T 6 N, R 4 E, to the east line of the Town of Dodgeville, also being the east line of said Section 20 and being approximately 242 feet north of the southeast corner of said Section 20.

IN TOWNSHIP 6 NORTH, RANGE 4 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF RIDGEWAY, IOWA COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly from the above-described centerline, as surveyed, located, and laid out, beginning at the west line of the Town of Ridgeway, Section 21, T 6 N, R 4 E, and running northeasterly on a curve to the right, through the SW1/4-SW1/4 of said Section 21;

Thence said centerline continues northeasterly as surveyed, located, and laid out, through the SE1/4-SW1/4 to the north-south quarter line of said Section 21;

DEED NO. 82344

Authorization No. Res. Dated July 22, 1974

Thence said centerline continues northeasterly and northerly on a reverse curve as surveyed, located, and laid out, through the SW1/4-SE1/4, the N1/2-SE1/4 and the SE1/4-NE1/4 of said Section 21, to the east line of said Section 21, to a point approximately 766 feet north of the east quarter corner of said Section 21;

(Excepting from the above-described land all that land in the SE1/4-NE1/4 of said Section 21;)

Thence said centerline continues northeasterly and northerly on a reverse curve as surveyed, located, and laid out, through the W1/2-NW1/4 of Section 22, T 6 N, R 4 E, to the north line of said Section 22;

(Excepting from the above-described land all that land in the SW1/4-NW1/4 of said Section 22;)

Thence said centerline continues northeasterly and northerly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-SW1/4, the SW1/4-SE1/4, the N1/2-SE1/4, the SW1/4-NE1/4 and the E1/2-NE1/4 of Section 15, T 6 N, R 4 E, to the east line of said Section 15 at a point approximately 1,308 feet south of the northeast corner of said Section 15;

(Excepting from the above-described land all that land in the S1/2-SW1/4 of said Section 15;)

All that land of the Grantor lying along a centerline that continues northeasterly as surveyed, located, and laid out, beginning at the west line of Section 14, T 6 N, R 4 E, and running northeasterly through the Village of Ridgeway in the W1/2-NW1/4 and the NE1/4-NW1/4 of said Section 14 to the north line of said Section 14;

All that land of the Grantor lying along a centerline that continues northeasterly as surveyed, located, and laid out, beginning at the south line of Section 11, T 6 N, R 4 E, and running northeasterly and easterly on a curve to the right, as surveyed, located, and laid out, through the E1/2-SW1/4 and the NW1/4-SE1/4 of said Section 11 to the east line of the NW1/4-SE1/4 of said Section 11;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues easterly from the above-described centerline as surveyed, located, and laid out, through the NE1/4-SE1/4 of said Section 11 to the east line of said Section 11 at a point approximately 1,045 feet south of the east quarter corner of said Section 11;

(Excepting from the above-described land all that land in the NE1/4-SE1/4 of said Section 11;)

Thence said centerline continues easterly and northeasterly on a series of curves and tangents as surveyed, located, and laid out, through the SW1/4, the SE1/4 and the SE1/4-NE1/4 of Section 12, T 6 N, R 4 E, to the east line of the Town of Ridgeway, also being the east line of said Section 12;

(Excepting from the above-described land a strip of land in the SW1/4-SE1/4 lying between lines located 15 feet and 50 feet south of and parallel to the above-described centerline from a point 570 feet easterly of to a point 670 feet easterly of the north-south quarter line of said Section 12;)

IN TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRIGHAM, IOWA COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly and easterly on a curve to the right, as surveyed, located, and laid out, through the NW1/4-SW1/4, the W1/2-NW1/4, the NE1/4-NW1/4, the W1/2-NE1/4 and the SE1/4-NE1/4 of Section 7, T 6 N, R 5 E, to the east line of said Section 7 at a point approximately 608 feet north of the east quarter corner of said Section 7;

(Excepting from the above-described land all that land in the NW1/4-NE1/4 and also except two strips of land in the SW1/4-NE1/4 lying between lines located 25 feet and 50 feet northeasterly and also between lines located 25 feet and 50 feet southwesterly of and parallel to the above-described centerline as surveyed, located, and laid out, from the north line to the east line of said SW1/4-NE1/4, all in said Section 7;)

Thence said centerline continues easterly as surveyed, located, and laid out, through the SW1/4-NW1/4 of Section 8, T 6 N, R 5 E, to the east line of said SW1/4-NW1/4 of said Section 8;

A strip of land 50 feet in width lying 25 feet in width on either side of a centerline that continues easterly from the above-described centerline on a series of curves and tangents as surveyed, located, and laid out from the west line of the SE1/4-NW1/4 of Section 8, T 6 N, R 5 E, to the east line of said Section 8 at a point approximately 953 feet northerly of the east quarter corner of said Section 8;

Also two strips of land in the SE1/4-NW1/4 of Section 8, T 6 N, R 5 E, lying between lines located 25 feet and 50 feet northerly and also between lines located 25 feet and 50 feet southerly of and parallel to the above-described centerline from the west line of said SE1/4-NW1/4 to a point 510 feet easterly of said west line on the northerly side of said centerline and from said west line to a point 875 feet easterly of said west line on the southerly side of said centerline in said Section 8;

Also two strips of land in the SW1/4-NE1/4 of Section 8, T 6 N, R 5 E, lying between lines located 25 feet and 50 feet northwesterly and also between lines located 25 feet and 50 feet southeasterly of and parallel to the above-described centerline as surveyed, located, and laid out, through said SW1/4-NE1/4 for a distance of 600 feet as measured along said centerline in said Section 8;

Also two strips of land in the SE1/4-NE1/4 of Section 8, T 6 N, R 5 E, lying between lines located 25 feet and 50 feet northerly and also between lines located 25 feet and 50 feet southerly of and parallel to the above-described centerline as surveyed, located, and laid out, and measured along said centerline from a point 76 feet easterly of the west line of said SE1/4-NE1/4 and extending 1,050 feet easterly on the northerly side of said centerline and from a point 125 feet easterly of said west line and extending 1,000 feet easterly on the southerly side of said centerline in said Section 8;

(Excepting from the above-described land all that land in the SW1/4-NW1/4 of said Section 8;)

Thence said centerline continues easterly and southeasterly on a reverse curve as surveyed, located, and laid out, through the S1/2-NW1/4 of Section 9, T 6 N, R 5 E, to the north-south quarter line of said Section 9;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues easterly and northeasterly of a curve to the left from the above-described centerline, as surveyed, located and laid out, through the S1/2-NE1/4 and the NE1/4-NE1/4 of Section 9, T 6 N, R 5 E, to the east line of said Section 9;

(Except for a strip of land lying between lines located 25 feet and 50 feet northwesterly of and parallel to the above-described centerline from a point approximately 190 feet southwesterly of the east line of said Section 9 to the said east line of Section 9;)

All that land of the Grantor lying along a centerline that continues northeasterly as surveyed, located, and laid out, beginning at the west line of Section 10, T 6 N, R 5 E, and running northeasterly through the Village of Barneveld in the N1/2-NW1/4 to the north line of said Section 10;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly, northerly and easterly on a

series of curves and tangents from the above-described centerline, as surveyed, located, and laid out, through the S1/2-SW1/4, the NE1/4-SW1/4, the NW1/4-SE1/4 and the S1/2-NE1/4 of Section 3, T 6 N, R 5 E, to the east line of said Section 3;

(Except for a strip of land lying between lines located 25 feet and 50 feet southeasterly of and parallel to the above-described centerline from south line of said Section 3 to a point approximately 350 feet northeasterly therefrom;)

Thence said centerline continues easterly and southeasterly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-NW1/4, the E1/2-SW1/4, the W1/2-SE1/4 and the SE1/4-SE1/4 of Section 2, T 6 N, R 5 E, to the south line of said Section 2;

Also two strips of land in the SW1/4-NW1/4 of Section 2, T 6 N, R 5 E, lying between lines located 50 feet and 100 feet northeasterly and also between lines located 50 feet and 100 feet southwesterly of and parallel to the above-described centerline as surveyed, located, and laid out, and measured along said centerline from a point 251 feet southeast of the west line to the east line of the SW1/4-NW1/4 of said Section 2 on the northeasterly side of said centerline and from a point 251 feet to a point 951 feet southeast of the west line of said Section 2 on the southwesterly side of said centerline in the SW1/4-NW1/4 of said Section 2;

Thence said centerline continues southeasterly and easterly on a curve to the left, as surveyed, located, and laid out, through the NE1/4-NE1/4 of Section 11, T 6 N, R 5 E, to the east line of said Section 11;

Thence said centerline continues easterly on a reverse curve as surveyed, located, and laid out through the N1/2-NW1/4 of Section 12, T 6 N, R 5 E, to the north line of said Section 12;

Thence said centerline continues easterly and northeasterly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-SW1/4, the SW1/4-SE1/4 and the E1/2-SE1/4 of Section 1, T 6 N, R 5 E, to the east line of said Section 1 and the east line of the Town of Brigham which is also the east line of Iowa County at a point approximately 1,073 feet south of the east quarter corner of said Section 1;

Also a parcel of land in the NE1/4-SE1/4 of Section 1, T 6 N, R 5 E, lying between lines located 50 feet and 150 feet northerly of and parallel to the above-described centerline as surveyed, located, and laid out, and measured along said centerline from a point 110 feet west of to the east line of said Section 1.

IN TOWNSHIP 6 NORTH, RANGE 6 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BLUE MOUNDS, DANE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues easterly and southeasterly from the above-described centerline, as surveyed, located, and laid out, beginning at the west line of Dane County and the Town of Blue Mounds, Section 6, T 6 N, R 6 E, and running easterly and southeasterly on a reverse curve through the N1/2-SW1/4, the SE1/4-SW1/4 and the SW1/4-SE1/4 of said Section 6 to the south line of said Section 6;

Also a parcel of land in the NW1/4-SW1/4 of Section 6, T 6 N, R 6 E, described in a traverse as follows:
Commencing at the southwest corner of said Section 6;
Thence northerly along the west line of said Section 6, 1,626 feet to the point of beginning of said traverse;
Thence continuing northerly along said west line 150 feet;
Thence easterly 90 feet;
Thence southerly 75 feet;
Thence easterly 100 feet;
Thence southerly 75 feet to the above-described centerline;
Thence westerly along the above-described centerline, 190 feet to the point of beginning of said traverse.

DEED NO. 82344

Authorization No. Res. Dated July 22, 1974

Also all that land of the Grantor in the E1/2-SW1/4 of Section 6, T 6 N, R 6 E, lying between lines located 50 feet and 125 feet southwesterly and also between lines located 50 feet and 175 feet northeasterly of and parallel to the above-described centerline as surveyed, located, and laid out, through said E1/2-SW1/4 and the Village of Blue Mounds to the south line of said Section 6;

Thence said centerline continues southeasterly on a curve to the left, as surveyed, located, and laid out, through the N1/2-NE1/4 and the SE1/4-NE1/4 of Section 7, T 6 N, R 6 E, to the east line of said Section 7 at a point approximately 1,287 feet south of the northeast corner of said Section 7;

Thence said centerline continues easterly on a series of curves and tangents as surveyed, located, and laid out, through the N1/2-NW1/4, the SW1/4-NW1/4 and the N1/2-NE1/4 of Section 8, T 6 N, R 6 E, to the east line of said Section 8 at a point approximately 1,110 feet south of the northeast corner of said Section 8;

Also two strips of land in the NE1/4-NW1/4 of Section 8, T 6 N, R 6 E, lying between lines located 50 feet and 75 feet northerly and also between lines located 50 feet and 75 feet southerly of and parallel to the above-described centerline for the easterly 130 feet of said NE1/4-NW1/4 of said Section 8;

Thence said centerline continues southeasterly as surveyed, located, and laid out, on a series of curves and tangents through the W1/2-NW1/4, SE1/4-NW1/4, NE1/4-SW1/4, and N1/2-SE1/4 of Section 9, T 6 N, R 6 E, to the east line of said Section 9 at a point approximately 1,515 feet north of the southeast corner of said Section 9;

Thence said centerline continues southeasterly, as surveyed, located, and laid out, on a series of curves and tangents through the N1/2-SW1/4, SE1/4-SW1/4, SW1/4-SE1/4 and W1/2-SE1/4-SE1/4 of Section 10, T 6 N, R 6 E;

Thence said centerline continues southeasterly and northeasterly on a curve to the left, as surveyed, located, and laid out, through the E1/2-SE1/4-SE1/4 of said Section 10 to the east line of said Section 10 at a point approximately 2,507 feet south of the east quarter corner of said Section 10;

Also a strip of land in the E1/2-SE1/4-SE1/4 of Section 10, T 6 N, R 6 E, lying between lines located 50 feet and 116 feet southerly of and parallel to the above-described centerline extending from a point 450 feet easterly of to the west line of the E1/2-SE1/4-SE1/4 of said Section 10;

Thence said centerline continues northeasterly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-SW1/4 of Section 11, T 6 N, R 6 E, to a point approximately 70 feet southwesterly of the north-south quarter line of said Section 11, which is also the location of Mile Post 106.0 and the end of Acquisition Order.

Said parcel contains 259.49 acres, more or less.

Together with and including all of the Grantor's right, title and interest in and to all bridges and culverts presently located on the above described real estate.

Subject to:

(1) Roads and highways, if any.

DEED NO. 82344

Authorization No. Res. Dated July 22, 1974

(2) The rights of any government agency, public or quasi-public utilities to occupy said premises for the use and maintenance of existing conduits, sewers, drains, water mains, gas lines, electric power lines, communication lines, and other utilities, whether or not of record.

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 17th day of June, 19 81.

Chicago and North Western Transportation Company

Signed, Sealed and Delivered in Presence of:

Robin Bourne-Caris

Donna Gargano

By Robert W. Mickey, Vice President

Attest Joan A. Schramm, Assistant Secretary

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

352

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

VOL 2935 PAGE 21

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 17th of June, 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

REGISTER'S OFFICE
COUNTY, WIS. SS
RECORDED ON

31 JUL 15 P12:41

VOL. 2935 PAGE 14
Register of Deeds

STATE OF WISCONSIN } ss.
Department of State
Received this 3rd day of Aug A.D. 19 81 at 8 o'clock A M. and recorded in Vol. 51 of RRM on page 345-352
Vel Phillips
Secretary of State

No.

QUIT-CLAIM DEED

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

TO

State of Wisconsin } ss.
County of Iowa }

This instrument was filed for record in the Register of Deeds Office, in and for said County, on the 6 day of July A.D. 19 81 at 9:30 o'clock A.M. and recorded in Vol. 354 of records on page 314 thereof.
Marion E. Holmes

VOL 354 PAGE 321

353

C&NW - Form 2748-A-10
(6/72)

147516

Resolution Dated
July 22, 1974

9.00

DEED OF RELEASE

1714300 VOL 354 PAGE 458

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.

FEE
2
EXEMPT

VOL 2974 PAGE 16

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 (HIGHWAYS) ----------

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 Iowa and Dane, and the State of Wisconsin ----------

and described as follows, to wit:

IN TOWNSHIP 6 NORTH, RANGE 3 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DODGEVILLE, IOWA COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that begins 492 feet, more or less, north of southwest corner of Section 22, T 6 N, R 3 E, at Mile Post 129.60;

Thence said centerline runs northeasterly as surveyed, located, and laid out, through the SW1/4-SW1/4, the E1/2-SW1/4, the N1/2-SE1/4 and the SE1/4-NE1/4 of said Section 22 to the east line of said Section 22;

Thence said centerline continues northeasterly from the above-described centerline, as surveyed, located, and laid out, through the SW1/4-NW1/4 of Section 23, T 6 N, R 3 E, to a point 100 feet northeast of the west line of said Section 23;

A strip of land 40 feet in width lying 20 feet in width on either side of a centerline that continues northeasterly from the above-described centerline, as surveyed, located, and laid out through the SW1/4-NW1/4 of Section 23, T 6 N, R 3 E, from a point 100 feet northeast of the west line of said Section 23 to a point 500 feet northeast of the west line of said Section 23;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly on a curve to the left from the above-described centerline, as surveyed, located, and laid out, through the SW1/4-NW1/4 and the N1/2-NW1/4 of Section 23, T 6 N, R 3 E, from a point 500 feet northeast of the west line of said Section 23, to the north line of said Section 23 at a point approximately 1,790 feet east of the northwest corner of said Section 23;

Thence said centerline continues northeasterly as surveyed, located, and laid out, through the E1/2-SW1/4 of Section 14, T 6 N, R 3 E;

Thence said centerline continues northeasterly and southeasterly on a curve to the right, as surveyed, located, and laid out, through the N1/2-SE1/4 and the S1/2-NE1/4 of said Section 14, to the east line of said Section 14;

(Excepting from the above-described land a strip of land in the NE1/4-SE1/4 lying between lines located 25 feet and 50 feet southwesterly of and parallel to the above-described centerline, as surveyed, located, and laid out, and measured along said centerline from a point 456 feet northwesterly of to a point 156 feet northwesterly of the east line of said NE1/4-SE1/4, all in said Section 14;)

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the NW1/4-SW1/4 of Section 13, T 6 N, R 3 E;

Thence said centerline continues southeasterly on a curve to the left, as surveyed, located, and laid out, through the SW1/4-SW1/4 of said Section 13;

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the SE1/4-SW1/4 and the SW1/4-SE1/4 of said Section 13;

Thence said centerline continues southeasterly on a curve to the right as surveyed, located, and laid out, through the SE1/4-SE1/4 of said Section 13 to the south line of said Section 13, to a point approximately 794 feet west of the southeast corner of said Section 13;

VOL 2974 PAGE 17

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the E1/2-NE1/4 of Section 24, T 6 N, R 3 E, to the east line of Range 3 East, also being the east line of said Section 24, and being approximately 1,894 feet south of the northeast corner of said Section 24.

IN TOWNSHIP 6 NORTH, RANGE 4 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF DODGEVILLE, IOWA COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues southeasterly from the above-described centerline, as surveyed, located, and laid out, beginning at the west line of Section 19, T 6 N, R 4 E, also being the west line of Range 4 East, running southeasterly through the SW1/4-NW1/4 and the NW1/4-SW1/4 of said Section 19;

Thence said centerline continues southeasterly on a reverse curve, as surveyed, located, and laid out, through the NE1/4-SW1/4 and the NW1/4-SE1/4 of said Section 19;

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the NE1/4-SE1/4 of said Section 19 to the east line of said Section 19 at a point approximately 1,474 feet north of the southeast corner of said Section 19;

Thence said centerline continues southeasterly as surveyed, located, and laid out, through the NW1/4-SW1/4 of Section 20, T 6 N, R 4 E;

Thence said centerline continues southeasterly on a curve to the right, as surveyed, located, and laid out, through the S1/2-SW1/4 of said Section 20 to the south line of said Section 20 at a point approximately 290.5 feet east of the southwest corner of the SE1/4-SW1/4 of said Section 20;

Thence said centerline continues southeasterly and easterly on a curve to the left, as surveyed, located, and laid out, through the NE1/4-NW1/4 of Section 29, T 6 N, R 4 E;

Thence said centerline continues easterly as surveyed, located, and laid out, through the NW1/4-NE1/4 of said Section 29;

Thence said centerline continues easterly and northeasterly on a curve to the left, as surveyed, located, and laid out, through the NE1/4-NE1/4 of said Section 29 to the north line of said Section 29 at a point approximately 286 feet west of the northeast corner of said Section 29;

Thence said centerline continues northeasterly as surveyed, located, and laid out, through the SE1/4-SE1/4 of Section 20, T 6 N, R 4 E, to the east line of the Town of Dodgeville, also being the east line of said Section 20 and being approximately 242 feet north of the southeast corner of said Section 20.

IN TOWNSHIP 6 NORTH, RANGE 4 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF RIDGEWAY, IOWA COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly from the above-described centerline, as surveyed, located, and laid out, beginning at the west line of the Town of

VOL 354 PAGE 459

VOL 354 PAGE 460

Ridgeway, Section 21, T 6 N, R 4 E, and running northeasterly on a curve to the right, through the SW1/4-SW1/4 of said Section 21;

Thence said centerline continues northeasterly as surveyed, located, and laid out, through the SE1/4-SW1/4 to the north-south quarter line of said Section 21;

Thence said centerline continues northeasterly and northerly on a reverse curve as surveyed, located, and laid out, through the SW1/4-SE1/4, the N1/2-SE1/4 and the SE1/4-NE1/4 of said Section 21, to the east line of said Section 21, to a point approximately 766 feet north of the east quarter corner of said Section 21;

(Excepting from the above-described land all that land in the SE1/4-NE1/4 of said Section 21;)

Thence said centerline continues northeasterly and northerly on a reverse curve as surveyed, located, and laid out, through the W1/2-NW1/4 of Section 22, T 6 N, R 4 E, to the north line of said Section 22;

(Excepting from the above-described land all that land in the SW1/4-NW1/4 of said Section 22;)

VOL 2974 PAGE 18

Thence said centerline continues northeasterly and northerly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-SW1/4, the SW1/4-SE1/4, the N1/2-SE1/4, the SW1/4-NE1/4 and the E1/2-NE1/4 of Section 15, T 6 N, R 4 E, to the east line of said Section 15 at a point approximately 1,308 feet south of the northeast corner of said Section 15;

(Excepting from the above-described land all that land in the S1/2-SW1/4 of said Section 15;)

All that land of the Grantor lying along a centerline that continues northeasterly as surveyed, located, and laid out, beginning at the west line of Section 14, T 6 N, R 4 E, and running northeasterly through the Village of Ridgeway in the W1/2-NW1/4 and the NE1/4-NW1/4 of said Section 14 to the north line of said Section 14;

All that land of the Grantor lying along a centerline that continues northeasterly as surveyed, located, and laid out, beginning at the south line of Section 11, T 6 N, R 4 E, and running northeasterly and easterly on a curve to the right, as surveyed, located, and laid out, through the E1/2-SW1/4 and the NW1/4-SE1/4 of said Section 11 to the east line of the NW1/4-SE1/4 of said Section 11;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues easterly from the above-described centerline as surveyed, located, and laid out, through the NE1/4-SE1/4 of said Section 11 to the east line of said Section 11 at a point approximately 1,045 feet south of the east quarter corner of said Section 11;

(Excepting from the above-described land all that land in the NE1/4-SE1/4 of said Section 11;)

Thence said centerline continues easterly and northeasterly on a series of curves and tangents as surveyed, located, and laid out, through the SW1/4, the SE1/4 and the SE1/4-NE1/4 of Section 12, T 6 N, R 4 E, to the east line of the Town of Ridgeway, also being the east line of said Section 12;

(Excepting from the above-described land a strip of land in the SW1/4-SE1/4 lying between lines located 15 feet and 50 feet south of and parallel to the above-described centerline from a point 570 feet easterly of to a point 670 feet easterly of the north-south quarter line of said Section 12;)

IN TOWNSHIP 6 NORTH, RANGE 5 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BRIGHAM, IOWA COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly and easterly on a curve to the right, as surveyed, located, and laid out, through the NW1/4-SW1/4, the W1/2-NW1/4, the NE1/4-NW1/4, the W1/2-NE1/4 and the SE1/4-NE1/4 of Section 7, T 6 N, R 5 E, to the east line of said Section 7 at a point approximately 608 feet north of the east quarter corner of said Section 7;

(Excepting from the above-described land all that land in the NW1/4-NE1/4 and also except two strips of land in the SW1/4-NE1/4 lying between lines located 25 feet and 50 feet northeasterly and also between lines located 25 feet and 50 feet southwesterly of and parallel to the above-described centerline as surveyed, located, and laid out, from the north line to the east line of said SW1/4-NE1/4, all in said Section 7;)

VOL 2974 PAGE 19

Thence said centerline continues easterly as surveyed, located, and laid out, through the SW1/4-NW1/4 of Section 8, T 6 N, R 5 E, to the east line of said SW1/4-NW1/4 of said Section 8;

A strip of land 50 feet in width lying 25 feet in width on either side of a centerline that continues easterly from the above-described centerline on a series of curves and tangents as surveyed, located, and laid out from the west line of the SE1/4-NW1/4 of Section 8, T 6 N, R 5 E, to the east line of said Section 8 at a point approximately 953 feet northerly of the east quarter corner of said Section 8;

Also two strips of land in the SE1/4-NW1/4 of Section 8, T 6 N, R 5 E, lying between lines located 25 feet and 50 feet northerly and also between lines located 25 feet and 50 feet southerly of and parallel to the above-described centerline from the west line of said SE1/4-NW1/4 to a point 510 feet easterly of said west line on the northerly side of said centerline and from said west line to a point 875 feet easterly of said west line on the southerly side of said centerline in said Section 8;

Also two strips of land in the SW1/4-NE1/4 of Section 8, T 6 N, R 5 E, lying between lines located 25 feet and 50 feet northwesterly and also between lines located 25 feet and 50 feet southeasterly of and parallel to the above-described centerline as surveyed, located, and laid out, through said SW1/4-NE1/4 for a distance of 600 feet as measured along said centerline in said Section 8;

Also two strips of land in the SE1/4-NE1/4 of Section 8, T 6 N, R 5 E, lying between lines located 25 feet and 50 feet northerly and also between lines located 25 feet and 50 feet southerly of and parallel to the above-described centerline as surveyed, located, and laid out, and measured along said centerline from a point 76 feet easterly of the west line of said SE1/4-NE1/4 and extending 1,050 feet easterly on the northerly side of said centerline and from a point 125 feet easterly of said west line and extending 1,000 feet easterly on the southerly side of said centerline in said Section 8;

(Excepting from the above-described land all that land in the SW1/4-NW1/4 of said Section 8;)

Thence said centerline continues easterly and southeasterly on a reverse curve as surveyed, located, and laid out, through the S1/2-NW1/4 of Section 9, T 6 N, R 5 E, to the north-south quarter line of said Section 9;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues easterly and northeasterly of a curve to the left from the above-described centerline, as surveyed, located and laid out, through the S1/2-NE1/4 and the NE1/4-NE1/4 of Section 9, T 6 N, R 5 E, to the east line of said Section 9;

(Except for a strip of land lying between lines located 25 feet and 50 feet northwesterly of and parallel to the above-described centerline from a point approximately 190 feet southwesterly of the east line of said Section 9 to the said east line of Section 9;)

All that land of the Grantor lying along a centerline that continues northeasterly as surveyed, located, and laid out, beginning at the west line of Section 10, T 6 N, R 5 E, and running northeasterly through the Village of Barneveld in the N1/2-NW1/4 to the north line of said Section 10;

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues northeasterly, northerly and easterly on a series of curves and tangents from the above-described centerline, as surveyed, located, and laid out, through the S1/2-SW1/4, the NE1/4-SW1/4, the NW1/4-SE1/4 and the S1/2-NE1/4 of Section 3, T 6 N, R 5 E, to the east line of said Section 3;

(Except for a strip of land lying between lines located 25 feet and 50 feet southeasterly of and parallel to the above-described centerline from south line of said Section 3 to a point approximately 350 feet northeasterly therefrom;)

VOL 354 PAGE 461

VOL 354 PAGE 462

Thence said centerline continues easterly and southeasterly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-NW1/4, the E1/2-SW1/4, the W1/2-SE1/4 and the SE1/4-SE1/4 of Section 2, T 6 N, R 5 E, to the south line of said Section 2;

VOL 2974 PAGE 20

Also two strips of land in the SW1/4-NW1/4 of Section 2, T 6 N, R 5 E, lying between lines located 50 feet and 100 feet northeasterly and also between lines located 50 feet and 100 feet southwesterly of and parallel to the above-described centerline as surveyed, located, and laid out, and measured along said centerline from a point 251 feet southeast of the west line to the east line of the SW1/4-NW1/4 of said Section 2 on the northeasterly side of said centerline and from a point 251 feet to a point 951 feet southeast of the west line of said Section 2 on the southwesterly side of said centerline in the SW1/4-NW1/4 of said Section 2;

Thence said centerline continues southeasterly and easterly on a curve to the left, as surveyed, located, and laid out, through the NE1/4-NE1/4 of Section 11, T 6 N, R 5 E, to the east line of said Section 11;

Thence said centerline continues easterly on a reverse curve as surveyed, located, and laid out through the N1/2-NW1/4 of Section 12, T 6 N, R 5 E, to the north line of said Section 12;

Thence said centerline continues easterly and northeasterly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-SW1/4, the SW1/4-SE1/4 and the E1/2-SE1/4 of Section 1, T 6 N, R 5 E, to the east line of said Section 1 and the east line of the Town of Brigham which is also the east line of Iowa County at a point approximately 1,073 feet south of the east quarter corner of said Section 1;

Also a parcel of land in the NE1/4-SE1/4 of Section 1, T 6 N, R 5 E, lying between lines located 50 feet and 150 feet northerly of and parallel to the above-described centerline as surveyed, located, and laid out, and measured along said centerline from a point 110 feet west of to the east line of said Section 1.

IN TOWNSHIP 6 NORTH, RANGE 6 EAST, OF THE EXTENDED FOURTH PRINCIPAL MERIDIAN, TOWN OF BLUE MOUNDS, DANE COUNTY.

A strip of land 100 feet in width lying 50 feet in width on either side of a centerline that continues easterly and southeasterly from the above-described centerline, as surveyed, located, and laid out, beginning at the west line of Dane County and the Town of Blue Mounds, Section 6, T 6 N, R 6 E, and running easterly and southeasterly on a reverse curve through the N1/2-SW1/4, the SE1/4-SW1/4 and the SW1/4-SE1/4 of said Section 6 to the south line of said Section 6;

Also a parcel of land in the NW1/4-SW1/4 of Section 6, T 6 N, R 6 E, described in a traverse as follows:
Commencing at the southwest corner of said Section 6;
Thence northerly along the west line of said Section 6, 1,626 feet to the point of beginning of said traverse;
Thence continuing northerly along said west line 150 feet;
Thence easterly 90 feet;
Thence southerly 75 feet;
Thence easterly 100 feet;
Thence southerly 75 feet to the above-described centerline;
Thence westerly along the above-described centerline, 190 feet to the point of beginning of said traverse.

Also all that land of the Grantor in the E1/2-SW1/4 of Section 6, T 6 N, R 6 E, lying between lines located 50 feet and 125 feet southwesterly and also between lines located 50 feet and 175 feet northeasterly of and parallel to the above-described centerline as surveyed, located, and laid out, through said E1/2-SW1/4 and the Village of Blue Mounds to the south line of said Section 6;

Thence said centerline continues southeasterly on a curve to the left, as surveyed, located, and laid out, through the N1/2-NE1/4 and the SE1/4-NE1/4 of Section 7, T 6 N, R 6 E, to the east line of said Section 7 at a point approximately 1,287 feet south of the northeast corner of said Section 7;

Thence said centerline continues easterly on a series of curves and tangents as surveyed, located, and laid out, through the N1/2-NW1/4, the SW1/4-NW1/4 and the N1/2-NE1/4 of Section 8, T 6 N, R 6 E, to the east line of said Section 8 at a point approximately 1,110 feet south of the northeast corner of said Section 8;

Also two strips of land in the NE1/4-NW1/4 of Section 8, T 6 N, R 6 E, lying between lines located 50 feet and 75 feet northerly and also between lines located 50 feet and 75 feet southerly of and parallel to the above-described centerline for the easterly 130 feet of said NE1/4-NW1/4 of said Section 8;

Thence said centerline continues southeasterly as surveyed, located, and laid out, on a series of curves and tangents through the W1/2-NW1/4, SE1/4-NW1/4, NE1/4-SW1/4, and N1/2-SE1/4 of Section 9, T 6 N, R 6 E, to the east line of said Section 9 at a point approximately 1,515 feet north of the southeast corner of said Section 9;

Thence said centerline continues southeasterly, as surveyed, located, and laid out, on a series of curves and tangents through the N1/2-SW1/4, SE1/4-SW1/4, SW1/4-SE1/4 and W1/2-SE1/4-SE1/4 of Section 10, T 6 N, R 6 E;

Thence said centerline continues southeasterly and northeasterly on a curve to the left, as surveyed, located, and laid out, through the E1/2-SE1/4-SE1/4 of said Section 10 to the east line of said Section 10 at a point approximately 2,507 feet south of the east quarter corner of said Section 10;

Also a strip of land in the E1/2-SE1/4-SE1/4 of Section 10, T 6 N, R 6 E, lying between lines located 50 feet and 116 feet southerly of and parallel to the above-described centerline extending from a point 450 feet easterly of to the west line of the E1/2-SE1/4-SE1/4 of said Section 10;

Thence said centerline continues northeasterly on a series of curves and tangents as surveyed, located, and laid out, through the S1/2-SW1/4 of Section 11, T 6 N, R 6 E, to a point approximately 70 feet southwesterly of the north-south quarter line of said Section 11, which is also the location of Mile Post 106.0 and the end of Acquisition Order.

Said parcel contains 259.49 acres, more or less.

CGNW - Form 2748-A-11
(6/72)

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 2ND day of JULY, A.D., Nineteen Hundred and Eighty-one.

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:

R. E. SCHUTEN

R. C. Kech

REGISTER'S OFFICE
Iowa County, Wisconsin
Received for record the 17 day of July A.D. 1981 at 9:30 o'clock A M. and Recorded In Vol. 354 of Records on Page 458
Darlene E. Bohman Register

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VOL 2974 PAGE 23

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 2ND day of JULY. A.D., Nineteen Hundred and Eighty-one.

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.

REGISTER'S OFFICE
DANE COUNTY, WIS. SS
RECORDED ON

Page 8 of 8 Pages

81 JUL 29 P 3: 53

VOL. 2974 PAGE 16
Register of Deeds

STATE OF WISCONSIN
Department of State } ss.
Received this 13th day of August A. D. 19 81 at 8 o'clock A M. and recorded in Vol. 51 of RRM on page 353 - 360
VOL 2541 PAGE 465
Secretary of State

VOL 3009 PAGE 31

1715586

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

TWELVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($12,300.00) - - - - - - - - - - -

in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, Robert W. Bray and Gladys K. Bray, husband and wife as joint tenants, as to an undivided 1/4 interest, Keith Bray and Jean Bray, husband and wife as joint tenants, as to an undivided 1/4 interest, Howard Martin as to an undivided 1/4 interest and William R. Martin as to an undivided 1/4 interest 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:

Part of Block Thirteen (13), Brooks Addition being
A parcel of land located in the South Half of the Northeast Quarter of Section 22, 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:

From a point on the East line of 66 foot wide Randall Street, 50 feet perpendicularly distant northerly from the centerline of the main track of that line of railroad acquired by the State of Wisconsin, Department of Transportation from the Illinois Central Gulf Railroad Company by deed dated December 29, 1980, run easterly parallel with the centerline of said main track, 80 feet to the Point of Beginning for the description of the premises to be herein conveyed; thence southerly at a right angle to the last described course, 25 feet; thence easterly parallel with and 25 feet normally distant northerly from the centerline of said main track, 308 feet, more or less, to the West line of 66 foot wide Orchard Street; thence North along said West line, 15 feet, more or less, to a line that lies parallel with and 40 feet normally distant northerly from the centerline of said main track; thence westerly along the last said parallel line, 110 feet, more or less, to the West line of Lot 6 in Block 13 of Brooks Addition to the City of Madison; thence South along the West line of said Lot 6, to the Southwest corner thereof; thence West along the North line of Lot 8 in said Block 13, 35 feet, more or less, to the aforesaid line that lies parallel with and 50 feet normally distant northerly from the centerline of said main track; thence westerly along the last said parallel line, 170 feet, more or less, to return to said point of beginning.

TRANSFER
$12.30
FEE PAID

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 Grantor, 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 31 day of JULY, 1981.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By R A Irvine
Vice President

ATTEST:

W H Sanders
Assistant Secretary

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 31 day of JULY 1981.

Robert L. Wiley
Notary Public

My Commission Expires:
July 18 1984

Description Approved: B.H. Williams

Form Approved: R. R. FOWLER
Attorney

REGISTER'S OFFICE
DANE COUNTY, WIS. SS
RECORDED ON
81 AUG 7 P 3:47

VOL. 3009 PAGE 31
Register of Deeds

THIS INSTRUMENT PREPARED BY:
R.L. WILEY
Real Estate Department
Illinois Central Gulf Railroad
233 North Michigan Avenue
Chicago, Illinois 60601

STATE OF WISCONSIN } ss.
Department of State
Received this 24 day of
AUG. A. D. 19 81 at 8 00
o'clock A M. and recorded in Vol.
51 of RRM
on page 361 - 363
Vel R. Phillips
Secretary of State

DANE COUNTY TITLE COMPANY
115 West Doty Street
Madison, Wisconsin 53703

DOCUMENT NO. 234666

VOL. 274 PAGE 660

STATE BAR OF WISCONSIN — FORM 2
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

OFFICE OF REGISTER OF DEEDS
TREMPEALEAU COUNTY, WIS.
REC. FOR RECORD SEP 1 - 1981
AT 3:25 O'CLOCK P M.
VOL 274 OF RECORDS PAGE 660
Nels Hegge REGISTER

RETURN TO

KM + Ø - Ø

Tax Key No.

Joseph Konkel and Augustina Konkel, his wife

conveys and warrants to Green Bay and Western Railroad Company, a Wisconsin Corporation

the following described real estate in Trempealeau County, State of Wisconsin:

A parcel of land located in Government Lot 9 and Lot 10 lying East of the Trempealeau River in Section 2, Township 20 North Range 10 West described as being a strip of land 100 feet wide, being fifty (50) feet on either side of the centerline of a proposed railroad track which will have the affect of reducing the degree of curve of the railroad right of way as it currently exists. The exact location of the property to be conveyed is shown as the darkest shaded area on Exhibit A attached to this deed and hereby incorporated by reference.

Grantors also agree to sell dirt fill from their abutting property through December 31, 1986, as set forth in agreement dated July 7, 1981.

TRANSFER
$7.50 FEE

TRANSFER FEE: $7.50

This is (is) (is not) homestead property.

Exception to warranties: Easements of record.

Dated this 1st day of September, 19 81.

(SEAL) Joseph Konkel (SEAL)
Joseph Konkel

(SEAL) Augustina Konkel (SEAL)
Augustina Konkel

AUTHENTICATION

Signatures authenticated this 1st day of September, 19 81.

Edward J. Kulig
Edward J. Kulig

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

This instrument was drafted by

Attorney Edward J. Kulig

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity must be typed or printed below their signatures.

ACKNOWLEDGEMENT

STATE OF WISCONSIN } ss.
County.

Personally came before me, this _____ day of _____, 19__, _____ the above named _____

to me known to be the person ___ who executed the foregoing instrument and acknowledged the same.

Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration date: _____, 19__.)

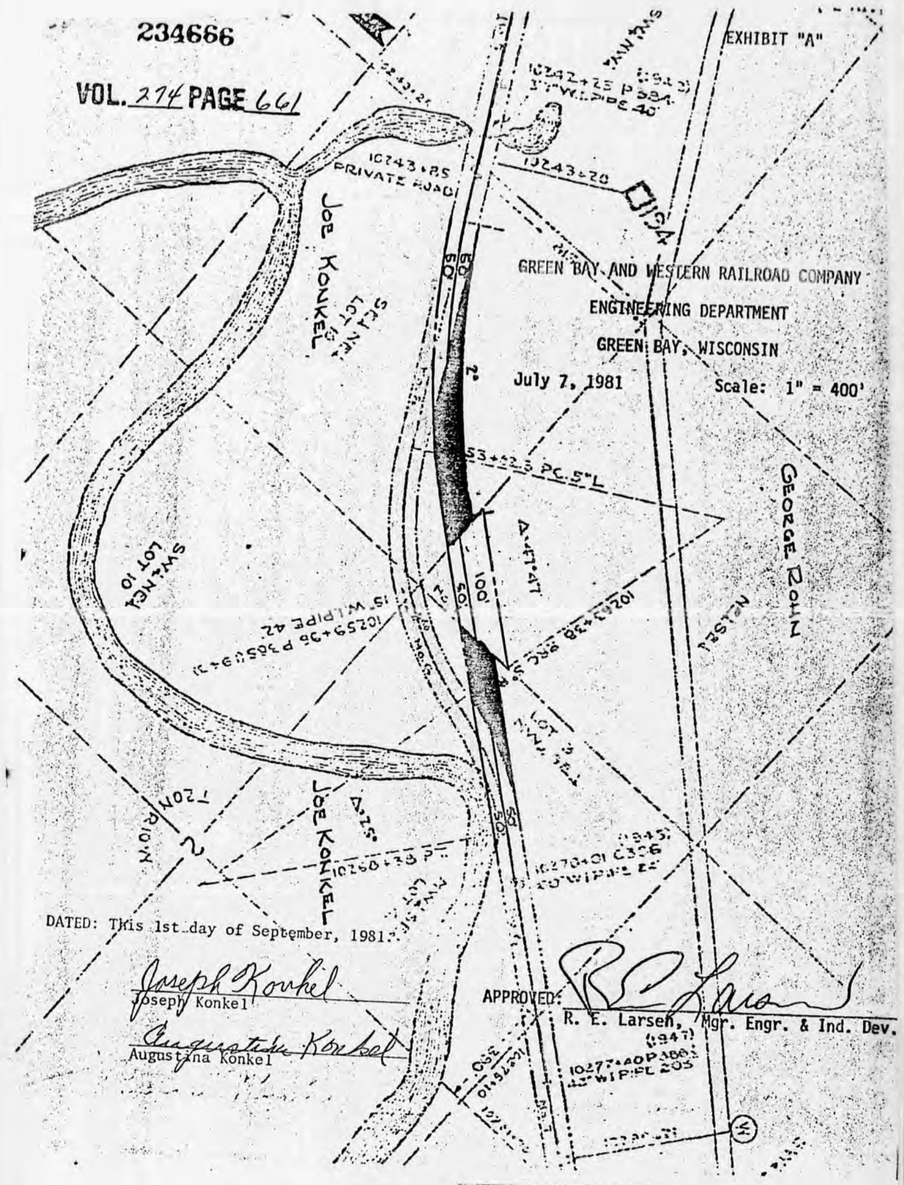
WARRANTY DEED — STATE BAR OF WISCONSIN, FROM NO. 2 — 1977

Stock No. 13002

234666

VOL. 274 PAGE 661

EXHIBIT "A"



GREEN BAY AND WESTERN RAILROAD COMPANY
ENGINEERING DEPARTMENT
GREEN BAY, WISCONSIN
July 7, 1981 Scale: 1" = 400'

DATED: This 1st day of September, 1981.

Joseph Konkel
Joseph Konkel

Augustina Konkel
Augustina Konkel

APPROVED: R. E. Larsen
R. E. Larsen, Mgr. Engr. & Ind. Dev.

STATE OF WISCONSIN } ss.
Department of State
Received this 11 day of Sept A. D. 19 81 at 10 o'clock A M. and recorded in Vol. 51 of RRM on page 364 - 365.
Vel Phillips
Secretary of State

H.C. Miller Company

DOCUMENT NO. 234665

VOL. 274 PAGE 658

STATE BAR OF WISCONSIN — FORM 2
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

OFFICE OF REGISTER OF DEEDS
TREMPEALEAU COUNTY, WIS.
REC. FOR RECORD SEP 1 - 1981
AT 3:25 O'CLOCK P M.
VOL 274 OF RECORDS PAGE 658
Nels Hegge REGISTER

RETURN TO

KM & G - 9

George Rohn and Caroline Rohn, his wife

conveys and warrants to Green Bay and Western Railroad Company, a Wisconsin Corporation

the following described real estate in Trempealeau County, State of Wisconsin:

Tax Key No.

A parcel of land located in the NW¼ of the NE¼ of the SE¼ of Section 2, Township 20 North Range 10 West lying West of the Town road described as being an irregular shaped strip of land 150 feet wide, fifty (50) feet to the north west and one Hundred (100) feet to the Southeast of the centerline of a proposed railroad track which property will allow for lessening the degree of curve of the railroad right of way as it currently exists. The exact location of the property to be conveyed is shown as the darkest shaded area on Exhibit A attached to this deed and hereby incorporated by reference.

Grantors also agree to sell dirt fill from their abutting property through December 31, 1986, as set forth in agreement dated July 7, 1981.

TRANSFER $10.50 FEE

TRANSFER FEE: 10.50

This is (is) (is not) homestead property.

Exception to warranties: Easements of Record.

Dated this 1st day of September, 19 81.

(SEAL) George Rohn (SEAL)
George Rohn

(SEAL) Caroline Rohn (SEAL)
Caroline Rohn

AUTHENTICATION

Signatures authenticated this 1st day of September, 19 81

Edward J. Kulig

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

This instrument was drafted by

Edward J. Kulig - Attorney

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity must be typed or printed below their signatures.

ACKNOWLEDGEMENT

STATE OF WISCONSIN } ss.
County.

Personally came before me, this day of , 19 , the above named

to me known to be the person who executed the foregoing instrument and acknowledged the same.

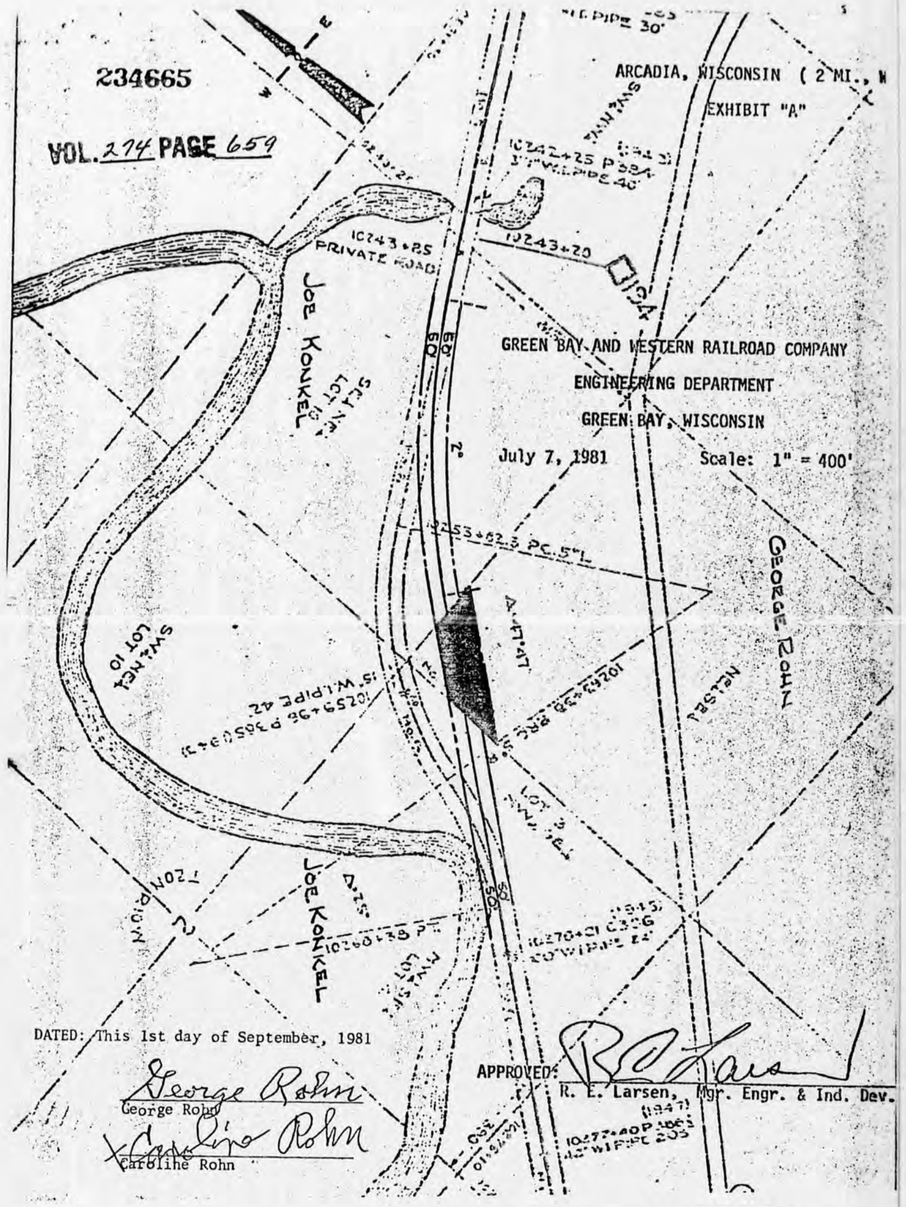
Notary Public County, Wis.
My Commission is permanent. (If not, state expiration date: , 19)

WARRANTY DEED — STATE BAR OF WISCONSIN, FROM NO. 2 — 1977

Stock No. 13002

234665

VOL. 274 PAGE 659



DATED: This 1st day of September, 1981

George Rohn
George Rohn

Caroline Rohn
Caroline Rohn

APPROVED: R. E. Larsen, Mgr. Engr. & Ind. Dev.

STATE OF WISCONSIN } ss.
Department of State
Received this 11 day of Sept A. D. 19 81 at 10 A.M. and recorded in Vol. 51 of RRM on page 366-367
Secretary of State

H.C. Miller Company

DOCUMENT NO. 234667

VOL. 274 PAGE 662

STATE BAR OF WISCONSIN — FORM 2
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

OFFICE OF REGISTER OF DEEDS
TREMPEALEAU COUNTY, WIS.
REC. FOR RECORD SEP 1 - 1981
AT 3:35 O'CLOCK P M.
VOL. 274 OF RECORDS PAGE 662
Nels Hegge REGISTER

RETURN TO

KM+D- 2

Tax Key No.

Henry Haines and Mary Ann Haines, his wife and Stella Pellowski, holder of life estate

conveys and warrants to Green Bay and Western Railroad Company, a Wisconsin Corporation

the following described real estate in Trempealeau County, State of Wisconsin:

A parcel of land located in Government Lot 5 in Section 32, Township 20 North Range 10 West lying East of the Trempealeau River and the SW¼ of the NW¼ of the SW¼ of Section 33, Township 20 North, Range 10 West described as a strip of land 100 feet wide, being fifty (50) feet on either side of the centerline of a proposed railroad track which will have the effect of reducing the degree of curve of the railroad right of way as it currently exists. The exact location of the property to be conveyed is shown as the darkest shaded area on exhibit A plus the area lying Westerly of the shaded area so that a 100 foot right of way is maintained along the curve of the railroad, Exhibit A Being attached to this deed and hereby incorporated by reference.

Grantors also agree to sell dirt fill from the property and abutting property through December 31, 1986 as set forth in agreement dated July 7, 1981.

TRANSFER $3.00 PD FEE

TRANSFER FEE: $3.00

This is (is) (is not) homestead property.

Exception to warranties: Easements of Record.

Dated this 1st day of September, 19 81.

Stella Pellowski (SEAL)
Stella Pellowski

Henry Haines (SEAL)
Henry Haines

(SEAL)

Mary Ann Haines (SEAL)
Mary Ann Haines

AUTHENTICATION

Signatures authenticated this 1st day of September, 19 81.

Edward J. Kulig
Edward J. Kulig

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

This instrument was drafted by
Edward J. Kulig - Attorney

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity must be typed or printed below their signatures.

ACKNOWLEDGEMENT

STATE OF WISCONSIN } ss.
County.

Personally came before me, this _____ day of _____, 19__, _____ the above named _____

to me known to be the person ___ who executed the foregoing instrument and acknowledged the same.

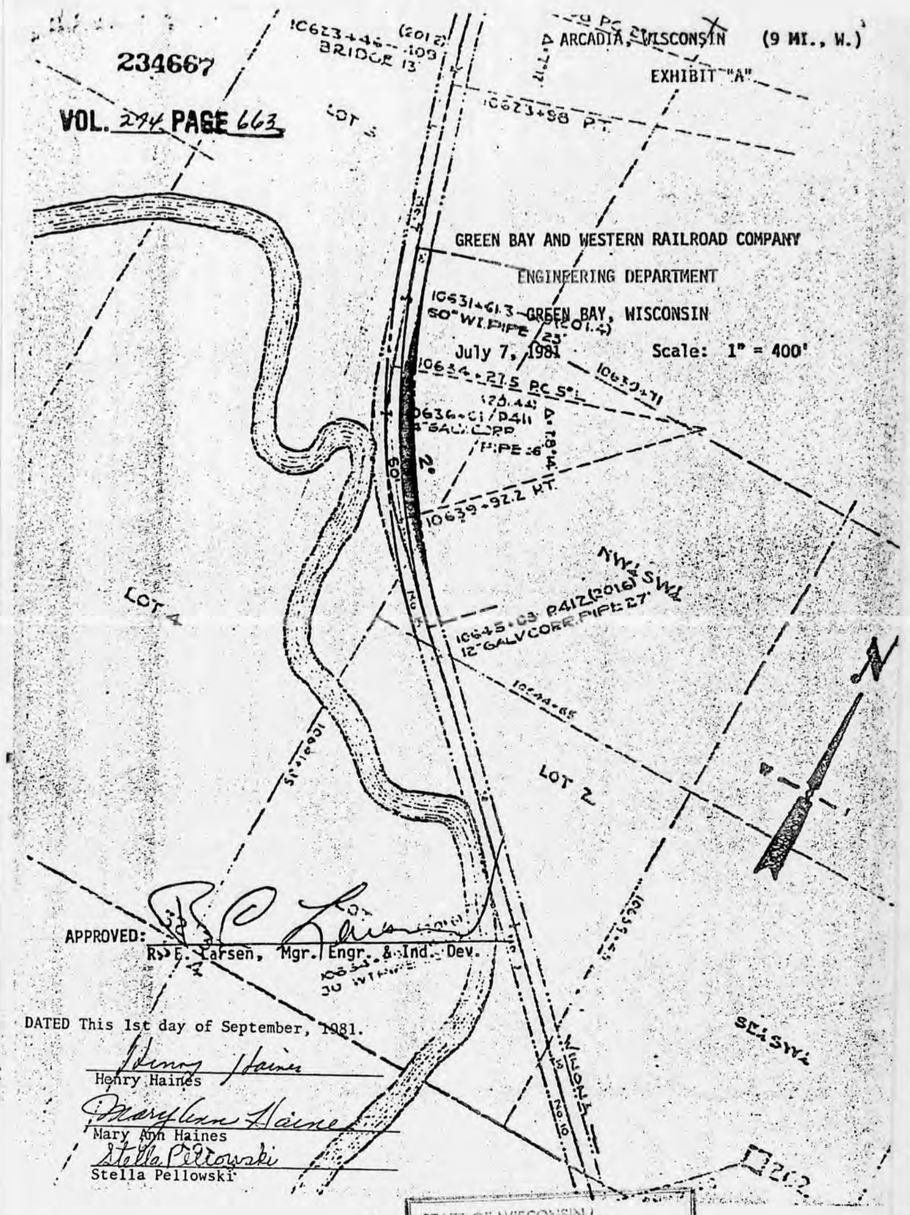
Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration date: _____, 19__.)

WARRANTY DEED — STATE BAR OF WISCONSIN, FROM NO. 2 — 1977

Stock No. 13002

234667

VOL. 274 PAGE 663



APPROVED: R. E. Larsen, Mgr. Engr. & Ind. Dev.

DATED This 1st day of September, 1981.

Henry Haines
Henry Haines

Mary Ann Haines
Mary Ann Haines

Stella Pellowski
Stella Pellowski

STATE OF WISCONSIN } ss.
Department of State
Received this 11 day of Sept. A. D. 19 81 at 10 o'clock A M and recorded in Vol. 51 of RRM on page 368-369
Secretary of State

Counterpart Original
Executed in 30 Counterparts
of which this is No. 3

BURLINGTON NORTHERN RAILROAD COMPANY

TO

CITIBANK, N.A.,

Trustee.

SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

NORTHERN PACIFIC RAILWAY COMPANY

GENERAL LIEN MORTGAGE

Dated as of November 10, 1896

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

Counterpart Original
Executed in 30 Counterparts
of which this is No. 1

BURLINGTON NORTHERN RAILROAD COMPANY

TO

BANKERS TRUST COMPANY,

Trustee.

SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

NORTHERN PACIFIC RAILWAY COMPANY

PRIOR LIEN MORTGAGE

Dated November 10, 1896

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

370

THIS SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly named Burlington Northern Inc.), corporate successor in interest and title by merger to Northern Pacific Railway Company, Successor Mortgagor in and under that certain Northern Pacific Railway Company General Lien Mortgage dated November 10, 1896, as amended and supplemented ("General Lien Mortgage"), of which mortgage Citibank, N.A. is Trustee, party of the first part, Mortgagor,

And

CITIBANK, N.A., a National Banking Association, incorporated and existing under the laws of the United States of America, successor in interest and trust to The Famrers' Loan and Trust Company (subsequently named City Bank Farmers Trust Company, and First National City Trust Company), successor in interest and trust by merger to First National City Bank (subsequently named Citibank, N.A.), Successor Trustee in and under said General Lien Mortgage, party of the second part, Trustee,

WITNESSETH:

WHEREAS, Northern Pacific Railway Company, mortgagor, as of the tenth day of November, 1896, did make, execute and deliver to The Farmers' Loan and Trust Company, Trustee, its General Lien Mortgage to secure the payment of the principal of and interest on its General Lien Railway and Land Grant Gold Bonds, due January 1, 2047 (hereinafter called the "Bonds"); and

WHEREAS, By Supplemental Indenture dated March 2, 1970, Burlington Northern Inc., as successor in interest and title by merger to Northern Pacific Railway Company, assumed and agreed to pay, perform and observe all of the mortgagors covenants and conditions contained in the General Lien Mortgage; and

WHEREAS, By Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, **inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company;** a conformed true copy of the Agreement is attached hereto as Appendix A, incorporated herein and made a part hereof, specific reference to which is hereby made; and

WHEREAS, All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided for is being accomplished contemporaneously with the execution of this Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the General Lien Mortgage by Burlington Northern Railroad Company, and to make this Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the General Lien Mortgage, have been done, performed and completed.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustee to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the General Lien Mortgage, the parties hereto do hereby covenant and agree as follows:

SECTION 1. Burlington Northern Railroad Company is hereby acknowledged as the Successor Mortgagor under the General Lien Mortgage, and as such Successor Mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the assumption of obligations under the General Lien Mortgage made by Burlington Northern Inc. in the March 2, 1970 Supplemental Indenture. Further Burlington Northern Railroad Company hereby assumes the due and punctual payment of the principal of and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the General Lien Mortgage, so that in accordance with the provisions of ARTICLE TWELVE of the General Lien Mortgage, Burlington Northern Railroad Company shall succeed to and be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the General Lien Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

SECTION 2. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustee.

SECTION 3. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original; all of such counterparts shall together constitute one and the same instrument. In order to facilitate the filing and recording of this Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the Certificate and signature of an Assistant Secretary issued under the seal of the Railroad, and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

IN WITNESS WHEREOF, **BURLINGTON NORTHERN RAILROAD COMPANY,** party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and **CITIBANK, N.A.,** party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by R. E. Johnson, one of its Senior Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by V. Lopez, a Trust Officer, all as of the day and year first above written.

Attest:

R. J. Morin
Assistant Secretary

BURLINGTON NORTHERN RAILROAD COMPANY

By R. C. Burton, Jr.
Vice President

(Impression of the Corporate Seal of Burlington Northern Railroad Company)

Attest:

V. Lopez
Trust Officer

CITIBANK, N.A., As Trustee

By R. E. Johnson
Senior Trust Officer

(Impression of the Corporate Seal of Citibank, N.A.)

370

STATE OF MINNESOTA
County of Ramsey } ss

On this 14th day of May, 1981, before me, personally appeared R. C. Burton, Jr. and R. J. Morin, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BURLINGTON NORTHERN RAILROAD COMPANY, one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

Richard J. Woulfe
Notary Public, Ramsey County, Minnesota
My Commission Expires: April 30, 1984

(Notarial Seal)

RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1984

STATE OF NEW YORK
County of New York
City of New York } ss

On this 22nd day of June, 1981, before me, personally appeared R. E. Johnson and V. Lopez, to me personally known to be a Senior Trust Officer and a Trust Officer, respectively, of CITIBANK, N.A., one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year first above written.

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43—6805384
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1982

APPENDIX A

AGREEMENT OF MERGER
AND
PLAN OF REORGANIZATION
among
BURLINGTON NORTHERN INC.,
BURLINGTON NORTHERN TRANSPORTATION COMPANY
and
BURLINGTON NORTHERN HOLDING COMPANY

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION, dated as of April 2, 1981, among the following named corporations, each of which is organized and existing under the laws of the State of Delaware: Burlington Northern Inc., hereinafter called Railroad; Burlington Northern Transportation Company, hereinafter called BNTCO (Railroad and BNTCO being hereinafter collectively referred to as the Constituent Corporations); and, as a third party hereto, Burlington Northern Holding Company, hereinafter called Holding Company.

WITNESSETH:

WHEREAS, Railroad has caused the incorporation of Holding Company as a wholly owned subsidiary of Railroad, and Holding Company has caused the incorporation of BNTCO as a wholly owned subsidiary of Holding Company for the purpose of merging BNTCO with and into the Railroad, and pursuant to such merger the outstanding Common Stock and Preferred Stock of Railroad will be converted through exchange into stock of Holding Company with the effect that the stockholders of Railroad will become the stockholers of Holding Company, Railroad will become the wholly owned subsidiary of Holding Company, and the corporate existence of BNTCO will terminate; and

WHEREAS, the authorized capital stock of Railroad consists of 59,995,043 shares, consisting of (a) 50,000,000 shares of Common Stock, without par value (Railroad Common Stock), of which 37,289,351 shares are issued and outstanding, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Railroad $10 Preferred Stock), of which 2,299,391 shares are issued and outstanding, (c) 7,500,000 shares of No Par Value Preferred Stock, of which 510,000 shares are issued and outstanding as a series known as "$9.00 Series No Par Value Preferred Stock" (Railroad $9 Preferred Stock) and 1,331,859 shares are issued and outstanding as a series known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Railroad $2.125 Preferred Stock), and (d) 10,000 shares of $10,000 Par Value Redeemable Preference Shares, none of which is issued and outstanding; and

WHEREAS, the authorized capital stock of BNTCO consists of 1,000 shares of Common Stock without par value (BNTCO Common Stock), all of which shares are issued, outstanding and held by Holding Company; and

WHEREAS, the authorized capital stock of Holding Company consists of 127,485,043 shares consisting of (a) 100,000,000 shares of Common Stock, without par value (Holding Company Common Stock), of which 1,000 shares are issued and outstanding and held by Railroad, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Holding Company $10 Preferred Stock), none of which is issued and outstanding, (c) 25,000,000 shares of No Par Value Preferred Stock, issuable in series, of which a series of 510,000 shares known as "$9.00 Series No Par Value Preferred Stock" (Holding Company $9 Preferred Stock) and a series of 1,340,023 shares known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Holding Company $2.125 Preferred Stock) are authorized, none of which is issued and outstanding; and

WHEREAS, the respective Boards of Directors of Railroad and BNTCO have adopted resolutions approving this Agreement of Merger and Plan of Reorganization (Agreement) and the merger of BNTCO into Railroad contemplated hereby, such merger to be upon the terms and conditions herein set forth, and have directed that the Agreement be submitted to the holders of Railroad Common Stock at a meeting thereof for the purpose of considering and voting on the adoption thereof, and to Holding Company as the sole stockholder of BNTCO for its approval and consent to the transactions contemplated hereby; and

WHEREAS, the Board of Directors and the sole stockholder of Holding Company have approved the execution and delivery of this agreement and the transactions contemplated hereby;

NOW, THEREFORE, the Constituent Corporations and Holding Company, in consideration of the mutual covenants herein contained, do hereby agree as follows:

FIRST: **Upon the Merger Date,** as such term is defined in Paragraph EIGHTH hereof, **(a) BNTCO shall be merged into Railroad, which shall be the sole Surviving Corporation and which shall continue its corporate existence and remain a Delaware corporation governed by the laws of that State; (b) the corporate name of Railroad as the Surviving Corporation shall be changed to Burlington Northern Railroad Company; (c) the Restated Certificate of Incorporation of Railroad, as theretofore amended, shall be amended by striking out ARTICLE FIRST thereof and substituting in lieu thereof the following:**

"FIRST: The name of the corporation is Burlington Northern Railroad Company"

and, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation until amended or changed in accordance with Delaware law; (d) the By-Laws of Railroad then in effect shall continue as the By-Laws of the Surviving Corporation until amended or changed in accordance with Delaware law; and (e) the directors of Railroad then in office shall continue as directors of the Surviving Corporation to serve the terms to which they have been elected and until their respective successors shall be elected and shall have qualified. (Emphasis supplied).

SECOND: On the Merger Date, the separate existence of BNTCO shall cease and the Surviving Corporation shall thereupon and thereafter process all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

THIRD: The manner of converting the shares of the capital stock of each of the Constituent Corporations upon the merger provided for hereby will be through the exchange of shares as follows:

(a) Each share of Railroad Common Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company Common Stock;

(b) Each share of Railroad $10 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $10 Preferred Stock;

(c) Each share of Railroad $9 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $9 Preferred Stock;

(d) Each share of Railroad $2.125 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $2.125 Preferred Stock; and

(e) Each share of BNTCO issued and outstanding on the Merger Date and all rights of any nature whatsoever with respect thereto shall on such date be cancelled and extinguished.

By reason of the exchange of shares of Railroad for shares of Holding Company effected by the merger provided for hereby, each holder of shares of Railroad on the Merger Date will become the holder of

record on that date of the number of shares of Holding Company to which such holder is entitled as aforesaid, and Holding Company will become the holder of record on that date of all of the outstanding shares of Railroad. The conversion through exchange of shares of Railroad for shares of Holding Company shall be complete and effective on the Merger Date.

FOURTH: No exchange of certificates representing shares of Railroad capital stock shall be required, and from and after the Merger Date all such certificates shall be deemed for all purposes to represent the same number of shares of Holding Company capital stock into which they were converted through exchange pursuant to Paragraph THIRD.

FIFTH: On the Merger Date, Holding Company shall adopt all stock option plans of Railroad and may thereafter grant options with or without associated stock appreciation rights to officers and key employees of Holding Company and its subsidiaries to acquire shares of Holding Company capital stock upon the terms and conditions applicable to grants of options and stock appreciation rights by Railroad immediately prior to the Merger Date. On the Merger Date, Holding Company shall also assume all then outstanding stock options and associated stock appreciation rights theretofore granted by Railroad and its predecessor companies, so that from and after the Merger Date each option shall be exercisable for, and each stock appreciation right shall be calculated by reference to, the number of shares of Holding Company capital stock into which shares of Railroad capital stock subject to such options would have been converted through exchange under this Agreement had such options and rights been exercised immediately prior to the Merger Date and upon the other terms and conditions stated in or determined pursuant to such plans (or such other number of shares of Holding Company capital stock or on such other terms as shall be required to avoid modification of such options within the meaning of the Internal Revenue Code of 1954, as amended).

SIXTH: Each share of Holding Company Common Stock issued and outstanding immediately prior to the Merger Date and all rights of any nature whatsoever with respect thereto shall on the Merger Date be cancelled and extinguished.

SEVENTH: Holding Company agrees that from the date hereof to the Merger Date, Holding Company will not (a) issue any warrants, rights or options or issue, or enter into any contract or commitment to issue, any of its capital stock or securities convertible into its capital stock or (b) merge or consolidate with any other corporation.

EIGHTH: When this Agreement has been approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Railroad Common Stock and consented to in writing and adopted by Holding Company as the sole stockholder of BNTCO, this Agreement shall be certified, executed and acknowledged, and this Agreement or a certificate of merger shall be filed in the Office of the Secretary of State of the State of Delaware. The merger provided for in this Agreement shall become effective when such filing is completed, which time is herein called the Merger Date.

NINTH: This Agreement may be terminated and the merger contemplated hereby abandoned, subject to the following provisions, at any time before the Merger Date, whether before or after approval hereof by the stockholders of the Constituent Corporations: (a) by mutual consent of the Boards of Directors of the Constituent Corporations, (b) by the Board of Directors of either of the Constituent Corporations if the New York Stock Exchange shall not have approved for listing, upon official notice of issuance, the shares of Holding Company Common Stock, $10 Preferred Stock and $2.125 Preferred Stock into which the shares of Railroad Common Stock, $10 Preferred Stock and $2.125 Preferred Stock are to be converted through exchange as provided herein, (c) by the Board of Directors of either of the Constituent Corporations if any action or proceeding before any court or governmental agency shall have been instituted or threatened to restrain or prohibit the merger provided for herein, or the United States or any state or any agency thereof shall have issued any stop order or any similar advice or order, which has not been rescinded, disapproving or prohibiting consummation of said merger; and (d) by the Board of Directors of either of the Constituent Corporations if the merger contemplated hereby shall not have been consummated by June 30, 1982, which date may be extended by mutual agreement of the Constituent Corporations and Holding Company.

TENTH: In the event of termination or abandonment as hereinabove provided, this Agreement shall become wholly void and of no effect and there shall be no liability on the part of any of the Constituent Corporations, Holding Company or the Boards of Directors, officers or stockholders thereof.

ELEVENTH: This Agreement may be amended upon authorization by the Boards of Directors of The Constituent Corporations before or after approval hereof by the stockholders of the Constituent Corporations at any time prior to the Merger Date with respect to any of the terms contained herein except the rates of exchange set forth in Paragraph THIRD hereof and those terms contained in Paragraph SEVENTH hereof.

TWELFTH: Nothing herein set forth, expressed or implied, is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto and their respective stockholders, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

THIRTEENTH: This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations and Holding Company has caused this Agreement of Merger and Plan of Reorganization to be executed by its Chairman of the Board, President or Vice President and to be attested by its Secretary or Assistant Secretary as of the day and year aforesaid.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Holding Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

CERTFICATE OF SECRETARY

OF

BURLINGTON NORTHERN INC.

The undersigned, Frank S. Farrell, Vice President—Law and Secretary of Burlington Northern Inc., a Delaware Corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation and under its corporate seal, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the stockholders of said corporation at a meeting thereof duly called and held in accordance with the laws of the State of Delaware on May 14, 1981, and at said meeting the said Agreement of Merger and Plan of Reorganization was approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Common Stock, without par value, of said corporation.

Witness my hand and the seal of said corporation this 14th day of May, 1981.

/s/ Frank S. Farrell

(Seal)

Frank S. Farrell
Vice President—Law and Secretary

CERTIFICATE OF SECRETARY

OF

BURLINGTON NORTHERN TRANSPORTATION COMPANY

The undersigned, Frank S. Farrell, Secretary of Burlington Northern Transportation Company, a Delaware corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the sole stockholder of said corporation and that said Agreement of Merger and Plan of Reorganization was approved and adopted by said sole stockholder pursuant to Section 228 of the Delaware General Corporation Law by written consent dated April 2, 1981.

Witness my hand this 14th day of May, 1981.

(Seal)

/s/ Frank S. Farrell

Frank S. Farrell
Secretary

370

The foregoing Agreement of Merger and Plan of Reorganization having been duly executed on behalf of each Constituent Corporation and having been adopted separately by each Constituent Corporation in accordance with the laws of the State of Delaware and that fact having been certified on said Agreement of Merger and Plan of Reorganization by the Secretary of each Constituent Corporation, the Chairman of the Board, the President or Vice President of each Constituent Corporation does now sign the said Agreement of Merger and Plan of Reorganization, duly attested by the Secretary or Assistant Secretary of each of said corporations, by authority of the Directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations on this 14th day of May, 1981.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property Management
176 East Fifth Street
St. Paul, Minnesota 55101

Citibank, N.A.
Attn: Corporate Trust Office
5 Hanover Square
New York, New York 10043

This Instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

STATE OF WISCONSIN } ss.
Department of State
Received this 20 day of October A. D. 19 81 at 10 o'clock A. M. and recorded in Vol. 51 of RM on page 370
Vel Phillips
Secretary of State

Counterpart Original
Executed in 30 Counterparts
of which this is No. 1

BURLINGTON NORTHERN RAILROAD COMPANY

TO

BANKERS TRUST COMPANY,

Trustee.

SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

NORTHERN PACIFIC RAILWAY COMPANY

PRIOR LIEN MORTGAGE

Dated November 10, 1896

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

THIS SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly named Burlington Northern Inc.), corporate successor in interest and title by merger to Northern Pacific Railway Company, Successor Mortgagor in and under that certain Northern Pacific Railway Company Prior Lien Mortgage dated November 10, 1896, as amended and supplemented ("Prior Lien Mortgage"), of which mortgage Bankers Trust Company is Trustee, party of the first part, Mortgagor,

And

BANKERS TRUST COMPANY, a New York Banking corporation, successor in interest and trust by merger to The Mercantile Trust Company, Successor Trustee in and under said Prior Lien Mortgage, party of the second part, Trustee,

WITNESSETH:

WHEREAS, Northern Pacific Railway Company, mortgagor, on the tenth day of November, 1896, did make, execute and deliver to The Mercantile Trust Company, Trustee, its Prior Lien Mortgage to secure the payment of the principal of and interest on its Prior Lien Railway and Land Grant Gold Bonds, due January 1, 1997 (hereinafter called the "Bonds"); and

WHEREAS, By Supplemental Indenture dated March 2, 1970, Burlington Northern Inc., as successor in interest and title by merger to Northern Pacific Railway Company, assumed and agreed to pay, perform and observe all of the mortgagors covenants and conditions contained in the Prior Lien Mortgage; and

WHEREAS, By Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, **inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company;** a conformed true copy of the Agreement is attached hereto as Appendix A, incorporated herein and made a part hereof, specific reference to which is hereby made; and

WHEREAS, All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided for is being accomplished contemporaneously with the execution of this Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the Prior Lien Mortgage by Burlington Northern Railroad Company, and to make this Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the Prior Lien Mortgage, have been done, performed and completed.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustee to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the Prior Lien Mortgage, the parties hereto do hereby covenant and agree as follows:

SECTION 1. Burlington Northern Railroad Company is hereby acknowledged as the Successor Mortgagor under the Prior Lien Mortgage, and as such Successor Mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the assumption of obligations under the Prior Lien Mortgage made by Burlington Northern Inc. in the March 2, 1970 Supplemental Indenture. Further Burlington Northern Railroad Company hereby assumes the due and punctual payment of the principal of and interest on all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Prior Lien Mortgage, so that in accordance with the provisions of ARTICLE TWELVE of the Prior Lien Mortgage, Burlington Northern Railroad Company shall succeed to and be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the Prior Lien Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

SECTION 2. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustee.

SECTION 3. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original; all such counterparts shall together constitute one and the same instrument. In order to facilitate the filing and recording of this Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of the Railroad, and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

IN WITNESS WHEREOF, **BURLINGTON NORTHERN RAILROAD COMPANY,** party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and **BANKERS TRUST COMPANY,** party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by M. K. Klugman, one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by Harriet A. Drandoff, an Assistant Secretary, all as of the day and year first above written.

Attest:

BURLINGTON NORTHERN RAILROAD COMPANY

R. J. Morin
Assistant Secretary

By R. C. Burton, Jr.
Vice President

(Impression of the
Corporate Seal of
Burlington Northern
Railroad Company)

Attest:

BANKERS TRUST COMPANY, As Trustee

Harriet A. Drandoff
Assistant Secretary

By M. K. Klugman
Vice President

(Impression of the
Corporate Seal of
Bankers Trust Company)

STATE OF MINNESOTA
County of Ramsey } ss

On this 14th day of May, 1981, before me, personally appeared R. C. Burton, Jr. and R. J. Morin, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BURLINGTON NORTHERN RAILROAD COMPANY, the corporation which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

Richard J. Woulfe
Notary Public, Ramsey County,
Minnesota
My Commission Expires: April 30, 1984

(Notarial Seal)

RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1984

STATE OF NEW YORK
County of New York
City of New York } ss

On this 15th day of June, 1981, before me, personally appeared M. K. Klugman and Harriet A Drandoff, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BANKERS TRUST COMPANY, the corporation which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, County of New York, State of New York, the day and year first above written.

Judith A. Fox, Notary Public,
City of New York, County of
New, York, State of New York
No. 01F04723588, Qualifiied in Kings
County, Certificate Filed
in New York County
My Commission Expires: March 30, 1982

(Notarial Seal)

APPENDIX A

AGREEMENT OF MERGER
AND
PLAN OF REORGANIZATION
among
BURLINGTON NORTHERN INC.,
BURLINGTON NORTHERN TRANSPORTATION COMPANY
and
BURLINGTON NORTHERN HOLDING COMPANY

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION, dated as of April 2, 1981, among the following named corporations, each of which is organized and existing under the laws of the State of Delaware: Burlington Northern Inc., hereinafter called Railroad; Burlington Northern Transportation Company, hereinafter called BNTCO (Railroad and BNTCO being hereinafter collectively referred to as the Constituent Corporations); and, as a third party hereto, Burlington Northern Holding Company, hereinafter called Holding Company.

WITNESSETH:

WHEREAS, Railroad has caused the incorporation of Holding Company as a wholly owned subsidiary of Railroad, and Holding Company has caused the incorporation of BNTCO as a wholly owned subsidiary of Holding Company for the purpose of merging BNTCO with and into the Railroad, and pursuant to such merger the outstanding Common Stock and Preferred Stock of Railroad will be converted through exchange into stock of Holding Company with the effect that the stockholders of Railroad will become the stockholers of Holding Company, Railroad will become the wholly owned subsidiary of Holding Company, and the corporate existence of BNTCO will terminate; and

WHEREAS, the authorized capital stock of Railroad consists of 59,995,043 shares, consisting of (a) 50,000,000 shares of Common Stock, without par value (Railroad Common Stock), of which 37,289,351 shares are issued and outstanding, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Railroad $10 Preferred Stock), of which 2,299,391 shares are issued and outstanding, (c) 7,500,000 shares of No Par Value Preferred Stock, of which 510,000 shares are issued and outstanding as a series known as "$9.00 Series No Par Value Preferred Stock" (Railroad $9 Preferred Stock) and 1,331,859 shares are issued and outstanding as a series known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Railroad $2.125 Preferred Stock), and (d) 10,000 shares of $10,000 Par Value Redeemable Preference Shares, none of which is issued and outstanding; and

WHEREAS, the authorized capital stock of BNTCO consists of 1,000 shares of Common Stock without par value (BNTCO Common Stock), all of which shares are issued, outstanding and held by Holding Company; and

WHEREAS, the authorized capital stock of Holding Company consists of 127,485,043 shares consisting of (a) 100,000,000 shares of Common Stock, without par value (Holding Company Common Stock), of which 1,000 shares are issued and outstanding and held by Railroad, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Holding Company $10 Preferred Stock), none of which is issued and outstanding, (c) 25,000,000 shares of No Par Value Preferred Stock, issuable in series, of which a series of 510,000 shares known as "$9.00 Series No Par Value Preferred Stock" (Holding Company $9 Preferred Stock) and a series of 1,340,023 shares known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Holding Company $2.125 Preferred Stock) are authorized, none of which is issued and outstanding; and

WHEREAS, the respective Boards of Directors of Railroad and BNTCO have adopted resolutions approving this Agreement of Merger and Plan of Reorganization (Agreement) and the merger of BNTCO into Railroad contemplated hereby, such merger to be upon the terms and conditions herein set forth, and have directed that the Agreement be submitted to the holders of Railroad Common Stock at a meeting thereof for the purpose of considering and voting on the adoption thereof, and to Holding Company as the sole stockholder of BNTCO for its approval and consent to the transactions contemplated hereby; and

WHEREAS, the Board of Directors and the sole stockholder of Holding Company have approved the execution and delivery of this agreement and the transactions contemplated hereby;

NOW, THEREFORE, the Constituent Corporations and Holding Company, in consideration of the mutual covenants herein contained, do hereby agree as follows:

FIRST: **Upon the Merger Date,** as such term is defined in Paragraph EIGHTH hereof, (a) **BNTCO shall be merged into Railroad, which shall be the sole Surviving Corporation and which shall continue its corporate existence and remain a Delaware corporation governed by the laws of that State; (b) the corporate name of Railroad as the Surviving Corporation shall be changed to Burlington Northern Railroad Company; (c) the Restated Certificate of Incorporation of Railroad, as theretofore amended, shall be amended by striking out ARTICLE FIRST thereof and substituting in lieu thereof the following:**

"FIRST: The name of the corporation is Burlington Northern Railroad Company"

and, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation until amended or changed in accordance with Delaware law; (d) the By-Laws of Railroad then in effect shall continue as the By-Laws of the Surviving Corporation until amended or changed in accordance with Delaware law; and (e) the directors of Railroad then in office shall continue as directors of the Surviving Corporation to serve the terms to which they have been elected and until their respective successors shall be elected and shall have qualified. (Emphasis supplied).

SECOND: On the Merger Date, the separate existence of BNTCO shall cease and the Surviving Corporation shall thereupon and thereafter process all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

THIRD: The manner of converting the shares of the capital stock of each of the Constituent Corporations upon the merger provided for hereby will be through the exchange of shares as follows:

(a) Each share of Railroad Common Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company Common Stock;

(b) Each share of Railroad $10 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $10 Preferred Stock;

(c) Each share of Railroad $9 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $9 Preferred Stock;

(d) Each share of Railroad $2.125 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $2.125 Preferred Stock; and

(e) Each share of BNTCO issued and outstanding on the Merger Date and all rights of any nature whatsoever with respect thereto shall on such date be cancelled and extinguished.

By reason of the exchange of shares of Railroad for shares of Holding Company effected by the merger provided for hereby, each holder of shares of Railroad on the Merger Date will become the holder of

record on that date of the number of shares of Holding Company to which such holder is entitled as aforesaid, and Holding Company will become the holder of record on that date of all of the outstanding shares of Railroad. The conversion through exchange of shares of Railroad for shares of Holding Company shall be complete and effective on the Merger Date.

FOURTH: No exchange of certificates representing shares of Railroad capital stock shall be required, and from and after the Merger Date all such certificates shall be deemed for all purposes to represent the same number of shares of Holding Company capital stock into which they were converted through exchange pursuant to Paragraph THIRD.

FIFTH: On the Merger Date, Holding Company shall adopt all stock option plans of Railroad and may thereafter grant options with or without associated stock appreciation rights to officers and key employees of Holding Company and its subsidiaries to acquire shares of Holding Company capital stock upon the terms and conditions applicable to grants of options and stock appreciation rights by Railroad immediately prior to the Merger Date. On the Merger Date, Holding Company shall also assume all then outstanding stock options and associated stock appreciation rights theretofore granted by Railroad and its predecessor companies, so that from and after the Merger Date each option shall be exercisable for, and each stock appreciation right shall be calculated by reference to, the number of shares of Holding Company capital stock into which shares of Railroad capital stock subject to such options would have been converted through exchange under this Agreement had such options and rights been exercised immediately prior to the Merger Date and upon the other terms and conditions stated in or determined pursuant to such plans (or such other number of shares of Holding Company capital stock or on such other terms as shall be required to avoid modification of such options within the meaning of the Internal Revenue Code of 1954, as amended).

SIXTH: Each share of Holding Company Common Stock issued and outstanding immediately prior to the Merger Date and all rights of any nature whatsoever with respect thereto shall on the Merger Date be cancelled and extinguished.

SEVENTH: Holding Company agrees that from the date hereof to the Merger Date, Holding Company will not (a) issue any warrants, rights or options or issue, or enter into any contract or commitment to issue, any of its capital stock or securities convertible into its capital stock or (b) merge or consolidate with any other corporation.

EIGHTH: When this Agreement has been approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Railroad Common Stock and consented to in writing and adopted by Holding Company as the sole stockholder of BNTCO, this Agreement shall be certified, executed and acknowledged, and this Agreement or a certificate of merger shall be filed in the Office of the Secretary of State of the State of Delaware. The merger provided for in this Agreement shall become effective when such filing is completed, which time is herein called the Merger Date.

NINTH: This Agreement may be terminated and the merger contemplated hereby abandoned, subject to the following provisions, at any time before the Merger Date, whether before or after approval hereof by the stockholders of the Constituent Corporations: (a) by mutual consent of the Boards of Directors of the Constituent Corporations, (b) by the Board of Directors of either of the Constituent Corporations if the New York Stock Exchange shall not have approved for listing, upon official notice of issuance, the shares of Holding Company Common Stock, $10 Preferred Stock and $2.125 Preferred Stock into which the shares of Railroad Common Stock, $10 Preferred Stock and $2.125 Preferred Stock are to be converted through exchange as provided herein, (c) by the Board of Directors of either of the Constituent Corporations if any action or proceeding before any court or governmental agency shall have been instituted or threatened to restrain or prohibit the merger provided for herein, or the United States or any state or any agency thereof shall have issued any stop order or any similar advice or order, which has not been rescinded, disapproving or prohibiting consummation of said merger; and (d) by the Board of Directors of either of the Constituent Corporations if the merger contemplated hereby shall not have been consummated by June 30, 1982, which date may be extended by mutual agreement of the Constituent Corporations and Holding Company.

TENTH: In the event of termination or abandonment as hereinabove provided, this Agreement shall become wholly void and of no effect and there shall be no liability on the part of any of the Constituent Corporations, Holding Company or the Boards of Directors, officers or stockholders thereof.

ELEVENTH: This Agreement may be amended upon authorization by the Boards of Directors of The Constituent Corporations before or after approval hereof by the stockholders of the Constituent Corporations at any time prior to the Merger Date with respect to any of the terms contained herein except the rates of exchange set forth in Paragraph THIRD hereof and those terms contained in Paragraph SEVENTH hereof.

TWELFTH: Nothing herein set forth, expressed or implied, is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto and their respective stockholders, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

THIRTEENTH: This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations and Holding Company has caused this Agreement of Merger and Plan of Reorganization to be executed by its Chairman of the Board, President or Vice President and to be attested by its Secretary or Assistant Secretary as of the day and year aforesaid.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Holding Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

CERTFICATE OF SECRETARY

OF

BURLINGTON NORTHERN INC.

The undersigned, Frank S. Farrell, Vice President—Law and Secretary of Burlington Northern Inc., a Delaware Corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation and under its corporate seal, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the stockholders of said corporation at a meeting thereof duly called and held in accordance with the laws of the State of Delaware on May 14, 1981, and at said meeting the said Agreement of Merger and Plan of Reorganization was approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Common Stock, without par value, of said corporation.

Witness my hand and the seal of said corporation this 14th day of May, 1981.

/s/ Frank S. Farrell

(Seal)

Frank S. Farrell
Vice President—Law and Secretary

CERTIFICATE OF SECRETARY

OF

BURLINGTON NORTHERN TRANSPORTATION COMPANY

The undersigned, Frank S. Farrell, Secretary of Burlington Northern Transportation Company, a Delaware corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the sole stockholder of said corporation and that said Agreement of Merger and Plan of Reorganization was approved and adopted by said sole stockholder pursuant to Section 228 of the Delaware General Corporation Law by written consent dated April 2, 1981.

Witness my hand this 14th day of May, 1981.

/s/ Frank S. Farrell

(Seal)

Frank S. Farrell
Secretary

The foregoing Agreement of Merger and Plan of Reorganization having been duly executed on behalf of each Constituent Corporation and having been adopted separately by each Constituent Corporation in accordance with the laws of the State of Delaware and that fact having been certified on said Agreement of Merger and Plan of Reorganization by the Secretary of each Constituent Corporation, the Chairman of the Board, the President or Vice President of each Constituent Corporation does now sign the said Agreement of Merger and Plan of Reorganization, duly attested by the Secretary or Assistant Secretary of each of said corporations, by authority of the Directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations on this 14th day of May, 1981.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property Management
176 East Fifth Street
St. Paul, Minnesota 55101

Bankers Trust Company
Attn: Corporate Trust Department
Post Office Box 318
Church Street Station
New York, New York 10015

This instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

STATE OF WISCONSIN }
Department of State }
Received this 20 day of
Oct A. D. 19 81 at 10
o'clock A.M. and recorded in Vol.
51 of Rmm
on page 374
Vel Phillips
Secretary of State

372

Counterpart Original
Executed in 30 Counterparts
of which this is No. 5

BURLINGTON NORTHERN RAILROAD COMPANY

TO

CITIBANK, N.A.,

Trustee.

SUPPLEMENTAL INDENTURE (No. 19)

Dated as of May 14, 1981

TO

GREAT NORTHERN RAILWAY COMPANY

GENERAL GOLD BOND MORTGAGE

Dated as of January 1, 1921

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

372

THIS SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly named Burlington Northern Inc.), corporate successor in interest and title by merger to Great Northern Railway Company, Successor Mortgagor in and under that certain Great Northern Railway Company General Gold Bond Mortgage dated January 21, 1921, as supplemented ("General Gold Bond Mortgage"), of which mortgage Citibank, N.A. is Trustee, party of the first part, Mortgagor,

And

CITIBANK, N.A., a National Banking Association, incorporated and existing under the laws of the United States of America, successor in interest and trust to The First National Bank of the City of New York, to First National City Bank (subsequently named Citibank, N.A.), Successor Trustee in and under said General Gold Bond Mortgage, party of the second part, Trustee,

WITNESSETH:

Great Northern Railway Company, as mortgagor, has heretofore made, executed and delivered to The First National Bank of the City of New York, as Trustee, its General Gold Bond Mortgage dated January 1, 1921, and supplements thereto dated, respectively, March 19, 1936, as of January 1, 1937, April 18, 1944, as of July 1, 1944, March 20, 1945, as of July 1, 1945, two supplements dated as of January 1, 1946, as of July 2, 1953, as of September 1, 1954, two supplements as of March 2, 1970, July 1, 1970, as of January 1, 1971, as of January 1, 1974, as of July 1, 1975, as of January 1, 1978 and as of July 1, 1980, under which General Mortgage Bonds of several series are outstanding.

By one of the March 2, 1970 Supplemental Indentures, Burlington Northern Inc., as successor in interest and title by merger to Great Northern Railway Company, assumed and agreed to pay, perform and observe all of the mortgagors covenants and conditions contained in the General Gold Bond Mortgage.

By Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, **inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company**; a conformed true copy of the Agreement is attached hereto as Appendix A, incorporated herein and made a part hereof, specific reference to which is hereby made. All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided for is being accomplished contemporaneously with the execution of this Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the General Gold Bond Mortgage by Burlington Northern Railroad Company, and to make this Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the General Gold Bond Mortgage, have been done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Supplemental Indenture, the parties desire to evidence the change of corporate name, and the continuance and specific assumption by Burlington Northern Railroad Company of the obligations of Burlington Northern Inc. under the General Gold Bond Mortgage as heretofore supplemented.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustee to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the General Gold Bond Mortgage, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

Assumption by Burlington Northern Railroad Company

Burlington Northern Railroad Company is hereby acknowledged as the Successor Mortgagor under the General Gold Bond Mortgage, and as such Successor Mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the assumption of obligations under the General Gold Bond Mortgage made by Burlington Northern Inc. in the March 2, 1970 Supplemental Indenture. Further Burlington Northern Railroad Company hereby assumes the due and punctual payment of the principal of and interest on all the General Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the General Gold Bond Mortgage, so that in accordance with the provisions of Section 2 of Article Fifteen of the General Gold Bond Mortgage, Burlington Northern Railroad Company shall succeed to and be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the General Gold Bond Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

ARTICLE TWO

Concerning the Trustee

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustee. In general, each and every term and condition contained in Article Twelve of the General Gold Bond Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; all of such counterparts shall together constitute one and the same instrument. In order to facilitate the filing and recording of this Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of the Railroad, and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

ARTICLE FOUR

Construed With Mortgage

This is a Supplemental Indenture to the General Gold Bond Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the General Gold Bond Mortgage as heretofore supplemented and each of the covenants and obligations of Burlington Northern Railroad Company herein contained shall be subject to the provisions of the General Gold Bond Mortgage as so supplemented.

IN WITNESS WHEREOF, **BURLINGTON NORTHERN RAILROAD COMPANY**, party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and **CITIBANK, N.A.**, party of the second part, has caused this Supplemental Indenture to be signed and acknowledged by R. E. Johnson, one of its Senior Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by V. Lopez, a Trust Officer, all as of the day and year first above written.

Attest:

R. J. Morin
Assistant Secretary

(Impression of the corporate Seal of Burlington Northern Railroad Company)

BURLINGTON NORTHERN RAILROAD COMPANY

By _____
R. C. Burton, Jr.
Vice President

Attest:

V. Lopez
Trust Officer

(Impression of the Corporate Seal of Citibank, N.A.)

CITIBANK, N.A., AS TRUSTEE

By _____
R. E. Johnson
Senior Trust Officer

372

STATE OF MINNESOTA
County of Ramsey } ss

On this 14th day of May, 1981, before me, personally appeared R. C. Burton, Jr. and R. J. Morin, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BURLINGTON NORTHERN RAILROAD COMPANY, one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

Richard J. Woulfe
Notary Public,
Ramsey County, Minnesota
My Commission Expires: April 30, 1984.

(Notarial Seal)

RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1984

STATE OF NEW YORK
County of New York
City of New York } ss

On this 22nd day of June, 1981, before me, personally appeared R. E. Johnson and V. Lopez, to me personally known to be a Senior Trust Officer and a Trust Officer, respectively, of CITIBANK, N.A., one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year first above written.

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43—5605363
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1982

(Notarial Seal)

in

APPENDIX A

AGREEMENT OF MERGER
AND
PLAN OF REORGANIZATION
among
BURLINGTON NORTHERN INC.,
BURLINGTON NORTHERN TRANSPORTATION COMPANY
and
BURLINGTON NORTHERN HOLDING COMPANY

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION, dated as of April 2, 1981, among the following named corporations, each of which is organized and existing under the laws of the State of Delaware: Burlington Northern Inc., hereinafter called Railroad; Burlington Northern Transportation Company, hereinafter called BNTCO (Railroad and BNTCO being hereinafter collectively referred to as the Constituent Corporations); and, as a third party hereto, Burlington Northern Holding Company, hereinafter called Holding Company.

WITNESSETH:

WHEREAS, Railroad has caused the incorporation of Holding Company as a wholly owned subsidiary of Railroad, and Holding Company has caused the incorporation of BNTCO as a wholly owned subsidiary of Holding Company for the purpose of merging BNTCO with and into the Railroad, and pursuant to such merger the outstanding Common Stock and Preferred Stock of Railroad will be converted through exchange into stock of Holding Company with the effect that the stockholders of Railroad will become the stockholers of Holding Company, Railroad will become the wholly owned subsidiary of Holding Company, and the corporate existence of BNTCO will terminate; and

WHEREAS, the authorized capital stock of Railroad consists of 59,995,043 shares, consisting of (a) 50,000,000 shares of Common Stock, without par value (Railroad Common Stock), of which 37,289,351 shares are issued and outstanding, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Railroad $10 Preferred Stock), of which 2,299,391 shares are issued and outstanding, (c) 7,500,000 shares of No Par Value Preferred Stock, of which 510,000 shares are issued and outstanding as a series known as "$9.00 Series No Par Value Preferred Stock" (Railroad $9 Preferred Stock) and 1,331,859 shares are issued and outstanding as a series known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Railroad $2.125 Preferred Stock), and (d) 10,000 shares of $10,000 Par Value Redeemable Preference Shares, none of which is issued and outstanding; and

WHEREAS, the authorized capital stock of BNTCO consists of 1,000 shares of Common Stock without par value (BNTCO Common Stock), all of which shares are issued, outstanding and held by Holding Company; and

WHEREAS, the authorized capital stock of Holding Company consists of 127,485,043 shares consisting of (a) 100,000,000 shares of Common Stock, without par value (Holding Company Common Stock), of which 1,000 shares are issued and outstanding and held by Railroad, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Holding Company $10 Preferred Stock), none of which is issued and outstanding, (c) 25,000,000 shares of No Par Value Preferred Stock, issuable in series, of which a series of 510,000 shares known as "$9.00 Series No Par Value Preferred Stock" (Holding Company $9 Preferred Stock) and a series of 1,340,023 shares known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Holding Company $2.125 Preferred Stock) are authorized, none of which is issued and outstanding; and

WHEREAS, the respective Boards of Directors of Railroad and BNTCO have adopted resolutions approving this Agreement of Merger and Plan of Reorganization (Agreement) and the merger of BNTCO into Railroad contemplated hereby, such merger to be upon the terms and conditions herein set forth, and have directed that the Agreement be submitted to the holders of Railroad Common Stock at a meeting thereof for the purpose of considering and voting on the adoption thereof, and to Holding Company as the sole stockholder of BNTCO for its approval and consent to the transactions contemplated hereby; and

WHEREAS, the Board of Directors and the sole stockholder of Holding Company have approved the execution and delivery of this agreement and the transactions contemplated hereby;

NOW, THEREFORE, the Constituent Corporations and Holding Company, in consideration of the mutual covenants herein contained, do hereby agree as follows:

FIRST: **Upon the Merger Date**, as such term is defined in Paragraph EIGHTH hereof, **(a) BNTCO shall be merged into Railroad, which shall be the sole Surviving Corporation and which shall continue its corporate existence and remain a Delaware corporation governed by the laws of that State; (b) the corporate name of Railroad as the Surviving Corporation shall be changed to Burlington Northern Railroad Company; (c) the Restated Certificate of Incorporation of Railroad, as theretofore amended, shall be amended by striking out ARTICLE FIRST thereof and substituting in lieu thereof the following:**

"FIRST: The name of the corporation is Burlington Northern Railroad Company"

and, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation until amended or changed in accordance with Delaware law; (d) the By-Laws of Railroad then in effect shall continue as the By-Laws of the Surviving Corporation until amended or changed in accordance with Delaware law; and (e) the directors of Railroad then in office shall continue as directors of the Surviving Corporation to serve the terms to which they have been elected and until their respective successors shall be elected and shall have qualified. **(Emphasis supplied).**

SECOND: On the Merger Date, the separate existence of BNTCO shall cease and the Surviving Corporation shall thereupon and thereafter process all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

THIRD: The manner of converting the shares of the capital stock of each of the Constituent Corporations upon the merger provided for hereby will be through the exchange of shares as follows:

(a) Each share of Railroad Common Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company Common Stock;

(b) Each share of Railroad $10 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $10 Preferred Stock;

(c) Each share of Railroad $9 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $9 Preferred Stock;

(d) Each share of Railroad $2.125 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $2.125 Preferred Stock; and

(e) Each share of BNTCO issued and outstanding on the Merger Date and all rights of any nature whatsoever with respect thereto shall on such date be cancelled and extinguished.

By reason of the exchange of shares of Railroad for shares of Holding Company effected by the merger provided for hereby, each holder of shares of Railroad on the Merger Date will become the holder of record on that date of the number of shares of Holding Company to which such holder is entitled as aforesaid, and Holding Company will become the holder of record on that date of all of the outstanding shares of Railroad. The conversion through exchange of shares of Railroad for shares of Holding Company shall be complete and effective on the Merger Date.

FOURTH: No exchange of certificates representing shares of Railroad capital stock shall be required, and from and after the Merger Date all such certificates shall be deemed for all purposes to represent the same number of shares of Holding Company capital stock into which they were converted through exchange pursuant to Paragraph THIRD.

FIFTH: On the Merger Date, Holding Company shall adopt all stock option plans of Railroad and may thereafter grant options with or without associated stock appreciation rights to officers and key employees of Holding Company and its subsidiaries to acquire shares of Holding Company capital stock upon the terms and conditions applicable to grants of options and stock appreciation rights by Railroad immediately prior to the Merger Date. On the Merger Date, Holding Company shall also assume all then outstanding stock options and associated stock appreciation rights theretofore granted by Railroad and its predecessor companies, so that from and after the Merger Date each option shall be exercisable for, and each stock appreciation right shall be calculated by reference to, the number of shares of Holding Company capital stock into which shares of Railroad capital stock subject to such options would have been converted through exchange under this Agreement had such options and rights been exercised immediately prior to the Merger Date and upon the other terms and conditions stated in or determined pursuant to such plans (or such other number of shares of Holding Company capital stock or on such other terms as shall be required to avoid modification of such options within the meaning of the Internal Revenue Code of 1954, as amended).

SIXTH: Each share of Holding Company Common Stock issued and outstanding immediately prior to the Merger Date and all rights of any nature whatsoever with respect thereto shall on the Merger Date be cancelled and extinguished.

SEVENTH: Holding Company agrees that from the date hereof to the Merger Date, Holding Company will not (a) issue any warrants, rights or options or issue, or enter into any contract or commitment to issue, any of its capital stock or securities convertible into its capital stock or (b) merge or consolidate with any other corporation.

EIGHTH: When this Agreement has been approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Railroad Common Stock and consented to in writing and adopted by Holding Company as the sole stockholder of BNTCO, this Agreement shall be certified, executed and acknowledged, and this Agreement or a certificate of merger shall be filed in the Office of the Secretary of State of the State of Delaware. The merger provided for in this Agreement shall become effective when such filing is completed, which time is herein called the Merger Date.

NINTH: This Agreement may be terminated and the merger contemplated hereby abandoned, subject to the following provisions, at any time before the Merger Date, whether before or after approval hereof by the stockholders of the Constituent Corporations: (a) by mutual consent of the Boards of Directors of the Constituent Corporations, (b) by the Board of Directors of either of the Constituent Corporations if the New York Stock Exchange shall not have approved for listing, upon official notice of issuance, the shares of Holding Company Common Stock, $10 Preferred Stock and $2.125 Preferred Stock into which the shares of Railroad Common Stock, $10 Preferred Stock and $2.125 Preferred Stock are to be converted through exchange as provided herein, (c) by the Board of Directors of either of the Constituent Corporations if any action or proceeding before any court or governmental agency shall have been instituted or threatened to restrain or prohibit the merger provided for herein, or the United States or any state or any agency thereof shall have issued any stop order or any similar advice or order, which has not been rescinded, disapproving or prohibiting consummation of said merger; and (d) by the Board of Directors of either of the Constituent Corporations if the merger contemplated hereby shall not have been consummated by June 30, 1982, which date may be extended by mutual agreement of the Constituent Corporations and Holding Company.

TENTH: In the event of termination or abandonment as hereinabove provided, this Agreement shall become wholly void and of no effect and there shall be no liability on the part of any of the Constituent Corporations, Holding Company or the Boards of Directors, officers or stockholders thereof.

ELEVENTH: This Agreement may be amended upon authorization by the Boards of Directors of The Constituent Corporations before or after approval hereof by the stockholders of the Constituent Corporations at any time prior to the Merger Date with respect to any of the terms contained herein except the rates of exchange set forth in Paragraph THIRD hereof and those terms contained in Paragraph SEVENTH hereof.

372

TWELFTH: Nothing herein set forth, expressed or implied, is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto and their respective stockholders, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

THIRTEENTH: This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations and Holding Company has caused this Agreement of Merger and Plan of Reorganization to be executed by its Chairman of the Board, President or Vice President and to be attested by its Secretary or Assistant Secretary as of the day and year aforesaid.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Holding Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

CERTFICATE OF SECRETARY

OF

BURLINGTON NORTHERN INC.

The undersigned, Frank S. Farrell, Vice President—Law and Secretary of Burlington Northern Inc., a Delaware Corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation and under its corporate seal, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the stockholders of said corporation at a meeting thereof duly called and held in accordance with the laws of the State of Delaware on May 14, 1981, and at said meeting the said Agreement of Merger and Plan of Reorganization was approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Common Stock, without par value, of said corporation.

Witness my hand and the seal of said corporation this 14th day of May, 1981.

/s/ Frank S. Farrell
Frank S. Farrell
Vice President—Law and Secretary

(Seal)

CERTIFICATE OF SECRETARY

OF

BURLINGTON NORTHERN TRANSPORTATION COMPANY

The undersigned, Frank S. Farrell, Secretary of Burlington Northern Transportation Company, a Delaware corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the sole stockholder of said corporation and that said Agreement of Merger and Plan of Reorganization was approved and adopted by said sole stockholder pursuant to Section 228 of the Delaware General Corporation Law by written consent dated April 2, 1981.

Witness my hand this 14th day of May, 1981.

(Seal)

/s/ Frank S. Farrell
Frank S. Farrell
Secretary

372

The foregoing Agreement of Merger and Plan of Reorganization having been duly executed on behalf of each Constituent Corporation and having been adopted separately by each Constituent Corporation in accordance with the laws of the State of Delaware and that fact having been certified on said Agreement of Merger and Plan of Reorganization by the Secretary of each Constituent Corporation, the Chairman of the Board, the President or Vice President of each Constituent Corporation does now sign the said Agreement of Merger and Plan of Reorganization, duly attested by the Secretary or Assistant Secretary of each of said corporations, by authority of the Directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations on this 14th day of May, 1981.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property
Management
176 East Fifth Street
St. Paul, Minnesota 55101

Citibank, N.A.
Attn: Corporate Trust Office
5 Hanover Square
New York, New York 10043

This instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

STATE OF WISCONSIN
Department of State } ss.
Received this 20 day of
Oct A. D. 19 81 at 10
o'clock A M. and recorded in Vol.
51 of Rum
on page 372
Secretary of State

Counterpart Original
Executed in 30 Counterparts
of which this is No. 5

BURLINGTON NORTHERN RAILROAD COMPANY

TO

CITIBANK, N.A., AND JOHN J. FORD

Trustees.

SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

FIRST AND REFUNDING MORTGAGE

Dated February 1, 1921

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

THIS SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (formerly named Burlington Northern Inc.), corporate successor in interest and title by Merger to Chicago, Burlington & Quincy Railroad Company, Successor Mortgagor in and under that certain Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921, as supplemented ("First and Refunding Mortgage"), of which mortgage Citibank, N.A. and John J. Ford are Trustees, party of the first part, Mortgagor,

And

Citibank, N.A., a National Banking Association, incorporated and existing under the laws of the United States of America, successor in interest and trust to the First National Bank of the City of New York, to First National City Bank (subsequently named Citibank, N.A.), the Corporate Trustee, and **JOHN J. FORD,** successor in trust to Frazier L. Ford, George E. Porter, Jacob M. Ford II and Bartlett Ford, the Individual Trustee, (the Corporate and Individual Trustees collectively called "Trustees"), Successor Trustees in and under said First and Refunding Mortgage, party of the second part, Trustees,

WITNESSETH:

Chicago, Burlington & Quincy Railroad Company, as mortgagor, has heretofore made, executed and delivered to The First National Bank of the City of New York, and Frazier L. Ford, as Trustees, its First and Refunding Mortgage dated February 1, 1921, and supplements thereto dated, respectively, as of August 1, 1944, August 1, 1945 (two supplements), February 1, 1950, February 1, 1958, and March 2, 1970 (two supplements) under which First and Refunding Mortgage Bonds of several series have been issued and are now outstanding.

By one of the March 2, 1970 Supplemental Indentures, Burlington Northern Inc., as successor in interest and title by merger to Chicago, Burlington & Quincy Railroad Company, assumed and agreed to pay, perform and observe all of the mortgagors covenants and conditions contained in the First and Refunding Mortgage.

By Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, **inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company**; a conformed true copy of the Agreement is attached hereto as Appendix A, incorporated herein and made a part hereof, specific reference to which is hereby made. All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided for is being accomplished contemporaneously with the execution of this Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the First and Refunding Mortgage by Burlington Northern Railroad Company, and to make this Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the First and Refunding Mortgage, have been done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Supplemental Indenture, the parties desire to evidence the change of corporate name, and the continuance and specific assumption by Burlington Northern Railroad Company of the obligations of Burlington Northern Inc. under the First and Refunding Mortgage as heretofore supplemented.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustee to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the First and Refunding Mortgage, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

Assumption by Burlington Northern Railroad Company

Burlington Northern Railroad Company is hereby acknowledged as the Successor Mortgagor under the First and Refunding Mortgage, and as such Successor Mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the assumption of obligations under the First and Refunding Mortgage made by Burlington Northern Inc. in the March 2, 1970 Supplemental Indenture. Further Burlington Northern Railroad Company hereby assumes the due and punctual payment of the principal of (and premium, if any) and interest on all the First and Refunding Mortgage Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the First and Refunding Mortgage, as heretofore, and hereby supplemented so that in accordance with the provisions of Section 2 of Article Twelve of the First and Refunding Mortgage, Burlington Northern Railroad Company shall succeed to and be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the First and Refunding Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

ARTICLE TWO

Concerning the Trustees

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustees. In general, each and every term and condition contained in Article Thirteen of the First and Refunding Mortgage shall apply to and form a part of this Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; all of such counterparts shall together constitute but one and the same instrument. In order to facilitate the filing and recording of this Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of the Railroad, and when so exemplifed the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

ARTICLE FOUR

Construed With Mortgage

This is a Supplemental Indenture to the First and Refunding Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the First and Refunding Mortgage as heretofore supplemented and each of the covenants and obligations of Burlington Northern Railroad Company herein contained shall be subject to the provisions of the First and Refunding Mortgage as so supplemented.

IN WITNESS WHEREOF, **BURLINGTON NORTHERN RAILROAD COMPANY,** party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and **CITIBANK, N.A.,** the Corporate Trustee, one of the parties of the second part, has caused this Supplemental Indenture to be signed and acknowledged by R. E. Johnson, one of its Senior Trust Officers, and its corporate seal to be affixed hereunto and the same to be attested by V. Lopez, a Trust Officer, and **JOHN J. FORD,** the Individual Trustee, the other party of the second part has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

R. J. Morin
Assistant Secretary

(Impression of the Corporate Seal of Burlington Northern Railroad Company)

BURLINGTON NORTHERN RAILROAD COMPANY

By R. C. Burton, Jr.
Vice President

Attest:

V. Lopez
Trust Officer

(Impression of the Corporate Seal of Citibank, N.A.)

CITIBANK, N.A., As Corporate Trustee

By R. E. Johnson
Senior Trust Officer

John J. Ford
As Individual Trustee

STATE OF MINNESOTA
County of Ramsey } ss

On this 14th day of May, 1981, before me, personally appeared R. C. Burton, Jr. and R. J. Morin, to me personally known to be a Vice President and an Assistant Secretary, respectively, of BURLINGTON NORTHERN RAILROAD COMPANY, one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

Richard J. Woulfe
Notary Public, Ramsey County, Minnesota
My Commission Expires: April 30, 1984

(Notarial Seal)

RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1984

STATE OF NEW YORK
County of New York
City of New York } ss

On this 22nd day of June, 1981, before me, personally appeared R. E. Johnson and V. Lopez, to me personally known to be a Senior Trust Officer and a Trust Officer, respectively, of CITIBANK, N.A., one of the corporations which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath they respectively stated that they were authorized to execute and attest to said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of New York, the day and year first above written.

(Notarial Seal)

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-6609954
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1982

STATE OF MISSOURI
County of Buchanan } ss

I, Constance J. Smith, Notary Public in and for the said County, in the State aforesaid, do hereby certify that John J. Ford, the Individual Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Trustee, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Trustee, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 26th day of June, A.D. 1981.

Constance J. Smith, Notary Public
Buchanan County Missouri
My Commission expires May 24, 1982

(Notarial Seal)

APPENDIX A

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION among BURLINGTON NORTHERN INC., BURLINGTON NORTHERN TRANSPORTATION COMPANY and BURLINGTON NORTHERN HOLDING COMPANY

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION, dated as of April 2, 1981, among the following named corporations, each of which is organized and existing under the laws of the State of Delaware: Burlington Northern Inc., hereinafter called Railroad; Burlington Northern Transportation Company, hereinafter called BNTCO (Railroad and BNTCO being hereinafter collectively referred to as the Constituent Corporations); and, as a third party hereto, Burlington Northern Holding Company, hereinafter called Holding Company.

WITNESSETH:

WHEREAS, Railroad has caused the incorporation of Holding Company as a wholly owned subsidiary of Railroad, and Holding Company has caused the incorporation of BNTCO as a wholly owned subsidiary of Holding Company for the purpose of merging BNTCO with and into the Railroad, and pursuant to such merger the outstanding Common Stock and Preferred Stock of Railroad will be converted through exchange into stock of Holding Company with the effect that the stockholders of Railroad will become the stockholers of Holding Company, Railroad will become the wholly owned subsidiary of Holding Company, and the corporate existence of BNTCO will terminate; and

WHEREAS, the authorized capital stock of Railroad consists of 59,995,043 shares, consisting of (a) 50,000,000 shares of Common Stock, without par value (Railroad Common Stock), of which 37,289,351 shares are issued and outstanding, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Railroad $10 Preferred Stock), of which 2,299,391 shares are issued and outstanding, (c) 7,500,000 shares of No Par Value Preferred Stock, of which 510,000 shares are issued and outstanding as a series known as "$9.00 Series No Par Value Preferred Stock" (Railroad $9 Preferred Stock) and 1,331,859 shares are issued and outstanding as a series known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Railroad $2.125 Preferred Stock), and (d) 10,000 shares of $10,000 Par Value Redeemable Preference Shares, none of which is issued and outstanding; and

WHEREAS, the authorized capital stock of BNTCO consists of 1,000 shares of Common Stock without par value (BNTCO Common Stock), all of which shares are issued, outstanding and held by Holding Company; and

WHEREAS, the authorized capital stock of Holding Company consists of 127,485,043 shares consisting of (a) 100,000,000 shares of Common Stock, without par value (Holding Company Common Stock), of which 1,000 shares are issued and outstanding and held by Railroad, (b) 2,485,043 shares of $10 Par Value Preferred Stock (Holding Company $10 Preferred Stock), none of which is issued and outstanding, (c) 25,000,000 shares of No Par Value Preferred Stock, issuable in series, of which a series of 510,000 shares known as "$9.00 Series No Par Value Preferred Stock" (Holding Company $9 Preferred Stock) and a series of 1,340,023 shares known as "$2.125 Series No Par Value Preferred Stock, $25 Redemption Value" (Holding Company $2.125 Preferred Stock) are authorized, none of which is issued and outstanding; and

WHEREAS, the respective Boards of Directors of Railroad and BNTCO have adopted resolutions approving this Agreement of Merger and Plan of Reorganization (Agreement) and the merger of BNTCO into Railroad contemplated hereby, such merger to be upon the terms and conditions herein set forth, and have directed that the Agreement be submitted to the holders of Railroad Common Stock at a meeting thereof for the purpose of considering and voting on the adoption thereof, and to Holding Company as the sole stockholder of BNTCO for its approval and consent to the transactions contemplated hereby; and

WHEREAS, the Board of Directors and the sole stockholder of Holding Company have approved the execution and delivery of this agreement and the transactions contemplated hereby;

NOW, THEREFORE, the Constituent Corporations and Holding Company, in consideration of the mutual covenants herein contained, do hereby agree as follows:

FIRST: **Upon the Merger Date,** as such term is defined in Paragraph EIGHTH hereof, **(a) BNTCO shall be merged into Railroad, which shall be the sole Surviving Corporation and which shall continue its corporate existence and remain a Delaware corporation governed by the laws of that State; (b) the corporate name of Railroad as the Surviving Corporation shall be changed to Burlington Northern Railroad Company; (c) the Restated Certificate of Incorporation of Railroad, as theretofore amended, shall be amended by striking out ARTICLE FIRST thereof and substituting in lieu thereof the following:**

"FIRST: The name of the corporation is Burlington Northern Railroad Company"

and, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation until amended or changed in accordance with Delaware law; (d) the By-Laws of Railroad then in effect shall continue as the By-Laws of the Surviving Corporation until amended or changed in accordance with Delaware law; and (e) the directors of Railroad then in office shall continue as directors of the Surviving Corporation to serve the terms to which they have been elected and until their respective successors shall be elected and shall have qualified. (Emphasis supplied).

SECOND: On the Merger Date, the separate existence of BNTCO shall cease and the Surviving Corporation shall thereupon and thereafter process all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

THIRD: The manner of converting the shares of the capital stock of each of the Constituent Corporations upon the merger provided for hereby will be through the exchange of shares as follows:

(a) Each share of Railroad Common Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company Common Stock;

(b) Each share of Railroad $10 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $10 Preferred Stock;

(c) Each share of Railroad $9 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $9 Preferred Stock;

(d) Each share of Railroad $2.125 Preferred Stock issued and outstanding or held in the treasury of Railroad on the Merger Date shall on such date, automatically and without any action on the part of the holder thereof, be exchanged for one fully paid and nonassessable share of Holding Company $2.125 Preferred Stock; and

(e) Each share of BNTCO issued and outstanding on the Merger Date and all rights of any nature whatsoever with respect thereto shall on such date be cancelled and extinguished.

By reason of the exchange of shares of Railroad for shares of Holding Company effected by the merger provided for hereby, each holder of shares of Railroad on the Merger Date will become the holder of

record on that date of the number of shares of Holding Company to which such holder is entitled as aforesaid, and Holding Company will become the holder of record on that date of all of the outstanding shares of Railroad. The conversion through exchange of shares of Railroad for shares of Holding Company shall be complete and effective on the Merger Date.

FOURTH: No exchange of certificates representing shares of Railroad capital stock shall be required, and from and after the Merger Date all such certificates shall be deemed for all purposes to represent the same number of shares of Holding Company capital stock into which they were converted through exchange pursuant to Paragraph THIRD.

FIFTH: On the Merger Date, Holding Company shall adopt all stock option plans of Railroad and may thereafter grant options with or without associated stock appreciation rights to officers and key employees of Holding Company and its subsidiaries to acquire shares of Holding Company capital stock upon the terms and conditions applicable to grants of options and stock appreciation rights by Railroad immediately prior to the Merger Date. On the Merger Date, Holding Company shall also assume all then outstanding stock options and associated stock appreciation rights theretofore granted by Railroad and its predecessor companies, so that from and after the Merger Date each option shall be exercisable for, and each stock appreciation right shall be calculated by reference to, the number of shares of Holding Company capital stock into which shares of Railroad capital stock subject to such options would have been converted through exchange under this Agreement had such options and rights been exercised immediately prior to the Merger Date and upon the other terms and conditions stated in or determined pursuant to such plans (or such other number of shares of Holding Company capital stock or on such other terms as shall be required to avoid modification of such options within the meaning of the Internal Revenue Code of 1954, as amended).

SIXTH: Each share of Holding Company Common Stock issued and outstanding immediately prior to the Merger Date and all rights of any nature whatsoever with respect thereto shall on the Merger Date be cancelled and extinguished.

SEVENTH: Holding Company agrees that from the date hereof to the Merger Date, Holding Company will not (a) issue any warrants, rights or options or issue, or enter into any contract or commitment to issue, any of its capital stock or securities convertible into its capital stock or (b) merge or consolidate with any other corporation.

EIGHTH: When this Agreement has been approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Railroad Common Stock and consented to in writing and adopted by Holding Company as the sole stockholder of BNTCO, this Agreement shall be certified, executed and acknowledged, and this Agreement or a certificate of merger shall be filed in the Office of the Secretary of State of the State of Delaware. The merger provided for in this Agreement shall become effective when such filing is completed, which time is herein called the Merger Date.

NINTH: This Agreement may be terminated and the merger contemplated hereby abandoned, subject to the following provisions, at any time before the Merger Date, whether before or after approval hereof by the stockholders of the Constituent Corporations: (a) by mutual consent of the Boards of Directors of the Constituent Corporations, (b) by the Board of Directors of either of the Constituent Corporations if the New York Stock Exchange shall not have approved for listing, upon official notice of issuance, the shares of Holding Company Common Stock, $10 Preferred Stock and $2.125 Preferred Stock into which the shares of Railroad Common Stock, $10 Preferred Stock and $2.125 Preferred Stock are to be converted through exchange as provided herein, (c) by the Board of Directors of either of the Constituent Corporations if any action or proceeding before any court or governmental agency shall have been instituted or threatened to restrain or prohibit the merger provided for herein, or the United States or any state or any agency thereof shall have issued any stop order or any similar advice or order, which has not been rescinded, disapproving or prohibiting consummation of said merger; and (d) by the Board of Directors of either of the Constituent Corporations if the merger contemplated hereby shall not have been consummated by June 30, 1982, which date may be extended by mutual agreement of the Constituent Corporations and Holding Company.

TENTH: In the event of termination or abandonment as hereinabove provided, this Agreement shall become wholly void and of no effect and there shall be no liability on the part of any of the Constituent Corporations, Holding Company or the Boards of Directors, officers or stockholders thereof.

ELEVENTH: This Agreement may be amended upon authorization by the Boards of Directors of The Constituent Corporations before or after approval hereof by the stockholders of the Constituent Corporations at any time prior to the Merger Date with respect to any of the terms contained herein except the rates of exchange set forth in Paragraph THIRD hereof and those terms contained in Paragraph SEVENTH hereof.

TWELFTH: Nothing herein set forth, expressed or implied, is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto and their respective stockholders, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

THIRTEENTH: This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations and Holding Company has caused this Agreement of Merger and Plan of Reorganization to be executed by its Chairman of the Board, President or Vice President and to be attested by its Secretary or Assistant Secretary as of the day and year aforesaid.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Holding Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

CERTFICATE OF SECRETARY

OF

BURLINGTON NORTHERN INC.

The undersigned, Frank S. Farrell, Vice President—Law and Secretary of Burlington Northern Inc., a Delaware Corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation and under its corporate seal, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the stockholders of said corporation at a meeting thereof duly called and held in accordance with the laws of the State of Delaware on May 14, 1981, and at said meeting the said Agreement of Merger and Plan of Reorganization was approved and adopted by the holders of not less than a majority of the issued and outstanding shares of Common Stock, without par value, of said corporation.

Witness my hand and the seal of said corporation this 14th day of May, 1981.

(Seal)

/s/ Frank S. Farrell
Frank S. Farrell
Vice President—Law and Secretary

CERTIFICATE OF SECRETARY

OF

BURLINGTON NORTHERN TRANSPORTATION COMPANY

The undersigned, Frank S. Farrell, Secretary of Burlington Northern Transportation Company, a Delaware corporation, one of the corporations which is a party to the Agreement of Merger and Plan of Reorganization to which this certificate is attached, on behalf of said corporation, hereby certifies that said Agreement of Merger and Plan of Reorganization was duly submitted to the sole stockholder of said corporation and that said Agreement of Merger and Plan of Reorganization was approved and adopted by said sole stockholder pursuant to Section 228 of the Delaware General Corporation Law by written consent dated April 2, 1981.

Witness my hand this 14th day of May, 1981.

(Seal)

/s/ Frank S. Farrell
Frank S. Farrell
Secretary

The foregoing Agreement of Merger and Plan of Reorganization having been duly executed on behalf of each Constituent Corporation and having been adopted separately by each Constituent Corporation in accordance with the laws of the State of Delaware and that fact having been certified on said Agreement of Merger and Plan of Reorganization by the Secretary of each Constituent Corporation, the Chairman of the Board, the President or Vice President of each Constituent Corporation does now sign the said Agreement of Merger and Plan of Reorganization, duly attested by the Secretary or Assistant Secretary of each of said corporations, by authority of the Directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations on this 14th day of May, 1981.

Burlington Northern Inc.

By /s/ Richard M. Bressler
President and Chief Executive Officer

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Burlington Northern Transportation Company

By /s/ Frank S. Farrell
President

Attest:

/s/ Frank S. Farrell
Secretary

(Seal)

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property
Management
176 East Fifth Street
St. Paul, Minnesota 55101

Citibank, N.A.
Attn: Corporate Trust Office
5 Hanover Square
New York, New York 10043

John J. Ford
First National Bank
Fourth and Felix
St. Joseph, Missouri 64501

This instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

STATE OF WISCONSIN }
Department of State }
Received this 20 day of
Oct A. D. 19 81 at 10
o'clock A.M. and recorded in Vol.
51 of RMM
on page 373
Vel Phillips
Secretary of State

374

Counterpart Original
Executed in 30 Counterparts
of which this is No. 7

BURLINGTON NORTHERN RAILROAD COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

AND

BARTLETT FORD

(Successor to Jacob M. Ford II),

Trustees,

TENTH SUPPLEMENTAL INDENTURE

Dated as of May 14, 1981

TO

BURLINGTON NORTHERN INC.

CONSOLIDATED MORTGAGE

Dated as of March 2, 1970

Providing for the Continuation of Obligations
by Reason of the Change of Name of Burlington
Northern Inc. to Burlington Northern Railroad Company

374

THIS TENTH SUPPLEMENTAL INDENTURE, dated as of May 14, 1981, By and Between

BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation hereinafter sometimes called "Company" (formerly named Burlington Northern Inc.), mortgagor in and under that certain Consolidated Mortgage of Burlington Northern Inc., dated March 2, 1970, as supplemented, ("Consolidated Mortgage"), of which mortgage Morgan Guaranty Trust Company of New York, and Bartlett Ford, are Trustees, party of the first part, mortgagor,

And

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company, and **BARTLETT FORD,** of St. Louis, Missouri, successor to Jacob M. Ford II, as Trustees, hereinafter called, when referred to jointly, the "Trustees", and, when referred to separately, the "Corporate Trustee" and the "Individual Trustee", respectively, Trustees in and under said Consolidated Mortgage, parties of the second part, Trustees,

WITNESSETH:

Whereas, Burlington Northern Inc., as mortgagor, has heretofore made, executed and delivered to Morgan Guaranty Trust Company of New York and Jacob M. Ford II, (and his successors in trust) as Trustees, its Consolidated Mortgage dated March 2, 1970, and supplemental indentures thereto dated, respectively, as of March 2, 1970, July 1, 1970, April 15, 1971, December 20, 1971, May 23, 1972, January 15, 1974, July 1, 1975, June 15, 1978, March 1, 1979, and as of August 1, 1980, under which Consolidated Mortgage Bonds of several series are outstanding.

Whereas, by Agreement of Merger and Plan of Reorganization dated April 2, 1981 ("Agreement"), made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, on the effective date of the transactions described in the Agreement, viz: May 14, 1981, **inter alia, the corporate name of Burlington Northern Inc. is changed to Burlington Northern Railroad Company.** All of the requisite action described in the Agreement has been taken, and the said change of corporate name so provided was accomplished as of the date of this Tenth Supplemental Indenture, and all acts, things and deeds necessary to authorize the unbroken continuity of the mortgagor's obligations under the Consolidated Mortgage by Burlington Northern Railroad Company, and to make this Tenth Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the Consolidated Mortgage, have been done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Accordingly, by this Tenth Supplemental Indenture, the parties desire to evidence the change of corporate name, and the continuance and affirmation by Burlington Northern Railroad Company of the obligations of Burlington Northern Inc. under the Consolidated Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars ($10.00) paid by the Trustees to Burlington Northern Railroad Company, receipt of which is hereby acknowledged, to record the change in corporate name, to further secure, and evidence the continuing affirmation, undertaking and obligation of payment, performance and observance of all of the covenants and conditions contained in the Consolidated Mortgage, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE

Affirmation by Burlington Northern Railroad Company

Burlington Northern Railroad Company is hereby acknowledged as the mortgagor under the Consolidated Mortgage, and as such mortgagor, Burlington Northern Railroad Company in all respects ratifies, confirms and continues uninterrupted the obligations under the Consolidated Mortgage. Further Burlington Northern Railroad Company hereby reaffirms its obligations to make the due and punctual payment of the principal of, premium, if any, and interest on, all the Bonds, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Consolidated Mortgage, so that in accordance with the provisions of Section 12.01 of Article Twelve of the Consolidated Mortgage, Burlington Northern Railroad Company shall be substituted for Burlington Northern Inc., with the same effect as if Burlington Northern Railroad Company had been named in the Consolidated Mortgage as the party of the first part thereto, and had duly executed and delivered the same.

ARTICLE TWO

Concerning the Trustees

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Tenth Supplemental Indenture or the due execution hereof by Burlington Northern Railroad Company or for or in respect of the recitals contained herein, all of which recitals are made by Burlington Northern Railroad Company solely. No implied covenant or obligation shall be read into this Tenth Supplemental Indenture against the Trustees. Each and every term and condition contained in Article Ten of the Consolidated Mortgage shall apply to and form a part of this Tenth Supplemental Indenture with the same force and effect as if the same were herein set forth in full.

ARTICLE THREE

Execution in Counterparts

This Tenth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; all of such counterparts shall together constitute but one and the same instrument. In order to facilitate the filing and recording of this Tenth Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of the Company, and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

ARTICLE FOUR

Construed With Mortgage

This is a Tenth Supplemental Indenture to the Consolidated Mortgage, executed pursuant to the provisions thereof, and each and every part of this Tenth Supplemental Indenture and each and every covenant contained herein shall be and become a part of the Consolidated Mortgage and each of the covenants and obligations of Burlington Northern Railroad Company herein contained shall be subject to the provisions of the Consolidated Mortgage.

IN WITNESS WHEREOF, **Burlington Northern Railroad Company,** party of the first part, has caused this Tenth Supplemental Indenture to be signed and acknowledged by R. C. Burton, Jr., one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by R. J. Morin, an Assistant Secretary; and **Morgan Guaranty Trust Company of New York,** the Corporate Trustee, one of the parties of the second part, has caused this Tenth Supplemental Indenture to be signed and acknowledged by R. E. Sparrow, one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by Thomas R. Bowen, one of its Assistant Secretaries, and **Bartlett Ford,** the Individual Trustee, the other party of the second part, has hereunto set his hand and seal, all as of the day and year first above written.

Attest:

BURLINGTON NORTHERN RAILROAD COMPANY

R. J. Morin
Assistant Secretary

By R. C. Burton
R. C. Burton, Jr.
Vice President

(Impression of the Corporate Seal of Burlington Northern Railroad Company)

Attest:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE

Thomas R. Bowen
Assistant Secretary

By R. E. Sparrow
R. E. Sparrow
Vice President

(Impression of the Corporate Seal of Morgan Guaranty Trust Company of New York)

Bartlett Ford, Trustee

374

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss

On this 14th day of May in the year 1981 before me personally came R. C. Burton, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 892 Marie Ave., Mendota Heights, Minnesota; that he is a Vice President of Burlington Northern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by order and authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like order.

(Notarial Seal)

Richard J. Woulfe
Notary Public, Ramsey County,
Minnesota
My Commission Expires: April 30, 1984

RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1984

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

On this 26th day of June in the year 1981 before me personally came R. E. Sparrow to me known, who, being by me duly sworn, did depose and say that he resides at 496 Dorchester Road, Ridgewood, New Jersey; that he is a Vice President of Morgan Guaranty Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed in behalf of said corporation by authority of the Board of Directors of said corporation, and that he signed his name thereto in behalf of said corporation by like authority.

(Notarial Seal)

Elizabeth A. Buckley, Notary Public
State of New York
Qualified in
Suffolk County, Certificate Filed in
New York County, No. 52-4620859
My Commission Expires: March 30, 1983

STATE OF MISSOURI }
COUNTY OF BUCHANAN } ss

On this ~~15th day of August, 1980~~ JUL 2 7 1981, before me personally came Bartlett Ford, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(Notarial Seal)

Constance J. Smith, Notary Public
Buchanan County, Missouri
My Commission Expires: May 24, 1982

Mortgage Registration Tax Due Hereon: None

Unless Otherwise Directed by Burlington Northern Railroad Company, Real Property Taxes For The Real Property of Burlington Northern Railroad Company, Should be Sent to:

Director, Property Taxes
Burlington Northern Railroad Company
176 East Fifth Street
St. Paul, Minnesota 55101

Address of the parties to the foregoing instrument:

Burlington Northern Railroad Company
Attn: Director of Property Management
176 East Fifth Street
St. Paul, Minnesota 55101

Morgan Guaranty Trust Company of New York
Attn: Corporate Trust Department
30 West Broadway
New York, New York 10015

Bartlett Ford
First National Bank
Fourth and Felix
St. Joseph, Missouri 64501

This instrument was drafted by:

Robert L. Bartholic
Assistant General Counsel
Burlington Northern Railroad Company
Law Department, Room 1180
176 East Fifth Street
St. Paul, Minnesota 55101
(612) 298-3252

STATE OF WISCONSIN } ss.
Department of State }
Received this 20 day of
Oct A.D. 19 81 at 10
o'clock A.M. and recorded in Vol.
51 of R.M.M.
on page 374
Secretary of State

C&NW - Form 2748-A-10
(6/72)

922013

Res. Dtd.
8/27/81

DEED OF RELEASE

VOL. 668 PAGE 102

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 REDEVELOPMENT AUTHORITY OF THE CITY OF LaCROSSE, 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 LaCrosse, County of LaCrosse, and the State of Wisconsin -

and described as follows, to wit:

OCT 12 1981
RECORDED
AT 11:00 A. M.
CHARLES R WHALEY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

PARCEL NO. 1

That part of the South Half of the Northwest Quarter (Government Lot 3) of Section 32, Township 16 North, Range 7 West of the Fourth Principal Meridian, lying Northerly of the North line of North Street (Ziesler Street), lying Southeasterly of a line parallel with and distant 100 feet Northwesterly, measured at right angles and radially, from the centerline of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 32, and lying Northwesterly of a straight line drawn from a point on the North line of said South Half of the Northwest Quarter, distant 100 feet Southeasterly, measured radially, from said original main track centerline, to the Northeast corner of Lot 6 in Block 12 of Burns Durand Smith and Rublee's Addition to LaCrosse, Except that area lying East and North of the East line of North 7th Street extended North to the Northwesterly Right-of-Way line of the Chicago and North Western Transportation Company.

PARCEL NO. 2

Those parts of Blocks 3, 5 and 6 in Burns Durand Smith and Rublee's Addition to LaCrosse, together with those parts of Sixth Street, Seventh Street, Grove Street and North Street (Zeisler Street) and of the alley in said Block 5, all bounded and described as follows: Beginning at the intersection of the North line of said North Street (Zeisler Street) and the Northerly extension of the centerline of the alley in Block 12 of said Addition; thence Southerly along the centerline, extended, of said alley, to a point on the centerline of said North Street (Zeisler Street); thence Westerly along said centerline of North Street (Zeisler Street) a distance of 155 feet, more or less, to a point distant 75 feet Southeasterly, measured at right angles, from the centerline of the main track of the Chicago and North Western Transportation Company, as said main

track is now located; thence Southwesterly parallel with said main track centerline a distance of 600 feet, more or less, to a point on the East line of said Sixth Street thence Southwesterly along a straight line a distance of 85 feet, more or less, to a point on the West line of said Sixth Street, distant 9 feet Southeasterly, measured radially, from the centerline of Chicago and North Western Transportation Company spur track ICC No. 16, as said spur track is now located; thence Southwesterly parallel with said spur track centerline to a point distant 9 feet Southeasterly, measured radially, from the centerline of Chicago and North Western Transportation Company spur track ICC No. 17, as now located; thence Southwesterly parallel with said last described spur track centerline a distance of 250 feet, more or less, to a point on the South line of said Block 3; thence Westerly along said South line of Block 3 to the Southwest corner thereof; thence Northerly along the West line of said Block 3 a distance of 125 feet, more or less, to a point distant 8.5 feet Northwesterly measured at right angles, from said main track centerline; thence Northeasterly parallel with said main track centerline to a point distant 8.5 feet Northwesterly, measured radially, from the centerline of Chicago and North Western Transportation Company spur track ICC No. 21 (now removed), as said spur track was located prior to its removal; thence Northeasterly parallel with said last described (former) spur track centerline a distance of 260 feet, more or less, to a point on the North line of said Block 3; thence Northeasterly parallel with said main track centerline a distance of 150 feet more or less, to a point on the West line of said Block 5; thence Northerly along said West line of Block 5 a distance of 50 feet, more or less, to the Southwest corner of Lot 3 in said Block 5; thence Easterly along the South line of said Lot 3 to the West line of the East 125 feet thereof; thence Northerly along said West line to the South line of Lot 4 in said Block 5; thence Easterly along said South line of Lot 4 to the West line of the East 115 feet thereof; thence Northerly along said West line to the South line of Lot 5 in said Block 5; thence Easterly along said South line of Lot 5 to the West line of the East 80 feet thereof; thence Northerly along said West line to the South line of Lot 6 in said Block 5; thence Easterly along said South line of Lot 6 to the West line of the East 60 feet thereof; thence Northerly along said West line and the Northerly extension thereof, of the East 60 feet of said Lot 6, a distance of 120 feet, more or less to a point on the North line of said North Street (Zeisler Street); thence Easterly along said North line of North Street (Zeisler Street) a distance of 440 feet, more or less, to the point of beginning. Excepting from said Parcel all streets and alleys as now open. Also Quitclaiming any interest to spur lines and driveway easements in said Block 6 in said Burns, Durand, Smith, and Rublee's Addition. (As recorded in Deed No. 71657, Recorded Dec. 28, 1964, Vol 390, Pages 443, 444, and 445)

PARCEL NO. 3

Lots 1, 2, 3, 4 and 5 (except the Northwesterly 18 feet thereof) of Block 28 of the Original Plat of the Town (now City) of La Crosse. EXCEPTING THEREFROM that part taken by Condemnation dated January 26, 1927, for widening of Fourth Street and EXCEPTING THEREFROM that part lying Southeasterly of a line parallel with and distant 8.5 feet Southeasterly, measured at right angles, from the centerline of Chicago and North Western Transportation Company spur track ICC No. 17, as said spur track is now located.

C&NW - Form 2748-A-11
(6/72)

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 28th day of September, A.D., Nineteen Hundred and Eighty-one.

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

By _____
J. R. GRIMES Vice President

ATTEST:

_____
G. Snieski Trust Officer

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

_____
R. E. SCHUTEN

_____
B. Mitchell

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VOL. 668 PAGE 105

I, C. Baughman 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 G. Snieski 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 G. Snieski 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 28th day of September A.D., Nineteen Hundred and Eight-one.

C. Baughman 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.

Department of State)
Received this 4 day of
NOV A. D. 19 81 at 10
o'clock A.M. and recorded in Vol.
51 of RRM
on page 375-379
Secretary of State

C&NW - Form 2748-A-10
(6/72)

922012

Res. Dtd.
8/27/81

DEED OF RELEASE

VOL. 668 PAGE 98

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 LaCROSSE, WISCONSIN - - -

VOL 668 PAGE 99

PARCEL NO. 2

That part of the East half of the Southwest Quarter (Government Lot 5), and the West half of the Southeast Quarter (Government Lot 6), of Section 29, Township 16 North, Range 7 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at the intersection of the centerline of the former channel of the La Crosse River and the centerline of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 29; Thence Easterly along the center of said river to a point distant 143.9 feet Southeasterly, measured at right angles, from said original main track centerline; thence Southwesterly parallel with said original main track centerline a distance of 280 feet, more or less, to a point on the North and South Quarter line of said Section 29; thence Southwesterly along a straight line drawn to a point on the South line of said Section 29, distant 100 feet Southeasterly, measured at right angles, from said original main track centerline, a distance of 930 Feet, more or less. Thence Westerly, along the South line of said Section 29, a distance of 220 feet, more or less, to a point distant 100 feet Northwesterly, measured at right angles, from said original main track centerline; thence Northeasterly parallel with said centerline a distance of 1,235 feet, more or less, to a point on said centerline of the former channel of the La Crosse River; Thence Easterly along the center of said river, a distance of 104 feet, more or less, to the Point of Beginning. Excepting from the above described parcel that area included and described in Parcel No. 1.

PARCEL NO. 3

That part of Government Lot 2 in Section 32, Township 16 North, Range 7 West of the Fourth Principal Meridian, lying between lines parallel with and distant 100 feet Northwesterly and 100 feet Southeasterly, measured at right angles and radially, 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 32.

PARCEL NO. 4

That part of the South Half of the Northwest Quarter (Government Lot 3) of Section 32, Township 16 North, Range 7 West of the Fourth Principal Meridian, lying Northerly of the North line of North Street (Zeisler Street), lying Southeasterly of a line parallel with and distant 100 feet Northwesterly, measured at right angles and radially, from the centerline of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 32, and lying Northwesterly of a straight line drawn from a point on the North line of said South Half of the Northwest Quarter, distant 100 feet Southeasterly, measured radially, from said original main track centerline, to the Northeast corner of Lot 6 in Block 12 of Burns Durand Smith and Rublee's Addition to La Crosse, Except that area lying West of the East line of North 7th Street extended North to the Northwesterly Right-of-way line of the Chicago and North Western Transportation Company.

PARCEL NO. 5

Those parts of Lots 5 and 6 in Block 2 of Burns Durand Smith and Rublee's Addition to La Crosse, lying Northwesterly of a line parallel with and distant 8.5 feet Southeasterly, measured at right angles, from the centerline of Chicago and North Western Transportation Company spur track ICC No. 17, as said spur track is now located.

CCNW - Form 2748-A-11
(6/72)

VOL 668 PAGE 100

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 28th day of September, A.D., Nineteen Hundred and Eighty-one.

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

By J. R. GRIMES Vice President

ATTEST:

G. Snieski Trust Officer

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

R. E. SCHUTEN

B. Mitchell

STATE OF ILLINOIS)
COUNTY OF COOK) SS

VOL. 668 PAGE 101

I, C. Baughman 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 G. Snieski 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 G. Snieski 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 28th day of September A.D., Nineteen Hundred and Eight-one.

C. Baughman 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 4 day of NOV A. D. 19 81 at 10 o'clock A M. and recorded in Vol. 51 of RRM on page 379-382
Secretary of State

Page 4 of 4 Pages

C&NW - Form 2748-A-10
(6/72)

VOL 908 PAGE 612

P-819

1071551

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 SCHREIER MALTING COMPANY ----------

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 Sheboygan, and the State of Wisconsin ----------

and described as follows, to wit:

That part of Block 222 in the City of Sheboygan, including the alley therein, together with those parts of Maryland Street, Jersey Street, and 17th Street, all adjoining said Block, being part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 15 North, Range 23 East of the Fourth Principal Meridian, all bounded as follows: On the North by the center line of New Jersey Street; On the East by the center line of 17th Street; On the South by the center line of Maryland Street; And on the West by a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the "Cutoff" main track of the Chicago and North Western Transportation Company, as said main track is now located.

1981 OCT 27 AM 11 48

56-827-8872 L00004.00 JR

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record this 27th day of Oct. A. D. 1981 at 11:48 o'clock A. M., and Recorded in Vol. 908 of Records 612/14 on page

Harold J. Becker Register

Page 1 of 3 Pages

15-23 Service (2) 4.00

(6/72)

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 7th day of August, A.D., Nineteen Hundred and Eighty-one.

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:

R. C. Kech

C. Baughman

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 7th day of August A.D., Nineteen Hundred and Eighty-one.

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, 400 West Madison Street, Chicago, Illinois 60606.

BRUNK NOTARY PUBLIC COOK COUNTY

Department of State } ss.
Received this 6th day of
NOV A. D. 19 81 at 2
P.M. and recorded in Vol.
51 of REM
on page 383-385

GRANTEE, all interest in the following described real estate situated in the _____
of _____, County of Sheboygan, and the State of Wisconsin,
to wit:

That part of Block 222 in the City of Sheboygan, including the alley therein, together with those parts of Maryland Street, Jersey Street, and 17th Street, all adjoining said Block, being part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 15 North, Range 23 East of the Fourth Principal Meridian, all bounded as follows: On the North by the center line of New Jersey Street; On the East by the center line of 17th Street; On the South by the center line of Maryland Street; And on the West by a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the "Cutoff" main track of the Chicago and North Western Transportation Company, as said main track is now located.

Form 2600-A 1071552 VOL 908 PAGE 615

Authorization No. P-819

DEED NO. 82463

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 400 W. Madison St., Chicago, Illinois, for the consideration of THIRTY TWO THOUSAND AND NO/100---------- DOLLARS
($ 32,000.00), conveys and quitclaims to SCHREIER MALTING COMPANY
of Sheboygan, Wisconsin

GRANTEE, all interest in the following described real estate situated in the _____
of _____, County of Sheboygan, and the State of Wisconsin,
to wit:

That part of Block 222 in the City of Sheboygan, including the alley therein, together with those parts of Maryland Street, Jersey Street, and 17th Street, all adjoining said Block, being part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 15 North, Range 23 East of the Fourth Principal Meridian, all bounded as follows: On the North by the center line of New Jersey Street; On the East by the center line of 17th Street; On the South by the center line of Maryland Street; And on the West by a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the "Cutoff" main track of the Chicago and North Western Transportation Company, as said main track is now located.

55827-8823 L00004.00 JR

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 17th day of
Oct. A. D. 1961 at 11:49
o'clock A. M., and Recorded in Vol.
908 of Deeds on page 615/17
Harold J. Becker Register

55827-8823 L00096.00 TF

TRANSFER
$ 96.00
FEE

1961 OCT 17 AM 11

Subject and subordinate, however, to the rights of the public in any streets or alleys that may be situated 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.

VOL 908 PAGE 616

DEED NO. 82463

Form 2600-B

Authorization No. P-819

By the acceptance of this conveyance, the Grantee, for itself, its successors and assigns, agrees:

1. To erect and maintain, at its own expense, a fence along the Westerly line of the above described real estate, in the event a fence is required subsequent to this conveyance, by Grantor, its successors and assigns, or any governmental body having jurisdiction.

2. 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 28th day of September, 1981

Chicago and North Western Transportation Company

Signed, Sealed and Delivered in Presence of:

Donna Gargano

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, 400 West Madison Street, Chicago, Illinois 60606.

VOL 908 PAGE 617

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 28th of September, 1981.

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

RICHARD S. KENNERLEY NOTARY PUBLIC COOK COUNTY ILL.

Department of State } ss.
Received this 6 day of
Nov A.D. 1981 at 2
P.M. and recorded Vol.
51 of RRM
on page 386-389
Vel Shillings

No.

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 on page thereof.

Schroeder Malting Co.
704 S. 15th St
4.00 Sheboygan

Return to Att. Duane Schumacher
121 South Parkney
Madison, Wisconsin 53703

REEL 1365 IMAGE 1506

Authorization No. P-779

G 1

EASEMENT DEED NO. 82219

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 ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) 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 fuel oil pipeline installed in casing pipe (hereinafter called "said facility"), and for no other use or purpose whatsoever, under and through the following described fifteen-foot wide strip of land situated in the County of Milwaukee, State of Wisconsin, to wit:

All that part of the Chicago and North Western Transportation Company's premises lying 7.5 feet either side of the following described center line: Commencing at a point on the north-south one-quarter section line of Section 6, Township 8 North, Range 21 East, said point being South 00°00'35" East, a distance of 1,948.04 feet along the north-south one-quarter section line of said Section 6 from the center line of West County Line Road; thence continuing South 47°47'30" West, a distance of 303.17 feet; thence South 46°45' West, a distance of 648.37 feet; thence South 46°02' West, a distance of 101.13 feet to a point on the northeasterly right-of-way line of the Chicago and North Western Transportation Company and the point of beginning of the easement description; thence continuing South 46°02' West crossing the center line of the main track of said Transportation Company at a point 754.7 feet northwesterly of railroad Mile Post 924, a distance of 100.16 feet to a point on the southwesterly right-of-way line of said Transportation Company and the point of termination of said center line description.

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 2:25 PM
MAR 31 1981
REEL 1365 IMAGE 1506 to 1514 inc
REGISTER OF DEEDS

5466002

APPROVED:

INITIALS	DATE
ZHF	3/26/81

The foregoing easement is subject to the following provisions, which provisions Wisconsin Electric herein accepts:

DOC # 5466002 #
RECORD 10.00

F CASH E
MKEGOUB COO1 RO1 11:23
10.00
MAR 31 81

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

10 cc

REEL 1365 IMAGE 1507

EASEMENT DEED NO. 82219

Authorization No. P-779

relating to business use and occupation of the premises.

2. Wisconsin Electric shall pay all taxes, license fees, special assessments or other charges, but only to the extent that any such taxes, fees, assessments or charges are increased because of said installation, which may become due or assessed upon or against said premises, the Wisconsin Electric facility or business conducted thereon, 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 at its own expense and in accordance with the terms and conditions contained in Exhibit "A" dated March 10, 1961; Revised February 20, 1975, attached hereto and made a part hereof.

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 reasonable judgment 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 such 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, except in the case where damage to said facility is due to the sole negligence of North Western.

7. North Western reserves the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and roadways as it may at any time and from time to time desire within the limits of the land hereinabove described not inconsistent with the rights herein granted.

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 right herein granted to Wisconsin Electric.

9. It is understood and agreed by Wisconsin Electric that this 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.

10. This easement is personal to Wisconsin Electric, 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 of 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.

11. 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, 10 and 12, will be void and of no further force and effect as to the part of said premises which is conveyed.

12. 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.

13. 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.

14. 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 a fuel oil pipeline installed in casing pipe for a period of twenty-four (24) consecutive months after the initial construction 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 reasonable satisfaction of North Western.

15. Upon termination of this easement, Wisconsin Electric may abandon said facility and all appurtenances thereto, except that if such abandonment would result in material hardship to the North Western, Wisconsin Electric shall promptly and in a manner reasonably acceptable to the Chief Engineer of the 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.

16. 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 and Industrial Development Department, 400 West Madison Street, Chicago, Illinois 60606 or to the Wisconsin Electric Power Company, 231 West Michigan Avenue, 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.

17. This grant of easement is subject to existing roads and highways and the right 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.

18. 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

 EASEMENT DEED NO. 82219
Authorization No. P-779

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 17th day of February, 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 Richard B Taylor
Richard B. Taylor, Asst. Vice President
Real Estate and Industrial Development

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 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 17th of February, 19 81.

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

APPROVED:

INITIALS	DATE
EH	2/27/81

REEL 1365 IMAG 1514

STATE OF WISCONSIN } ss.
Department of State
Received this 6 day of
Nov A.D. 19 81 at 2
o'clock P.M. and recorded in Vol.
51 of RRM
on page 390-398
Secretary of State

CONSTRUCTION OF PIPE LINES ON RAILWAY RIGHT OF WAY

GENERAL REQUIREMENTS: Pipe lines under railway tracks or across or along railway right-of-way shall conform to current American Railway Engineering Association Specifications if constructed in the United States or where laws or orders of public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection to specified shall be adhered to.

Plans and specifications for proposed installation shall be submitted to Division Engineering Office and meet the approval of the railway company before construction is begun. Plans shall be drawn to scale showing the relation of the proposed pipe line, angle of crossing, location of valves, railway survey station, right-of-way line and general layout of tracks and railway facilities. Plan should also show a cross-section (or sections) from field survey, showing pipe in relation to actual profile of ground and tracks, complete description of material to be used, and location of jacking and receiving pits. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel should be shown. The execution of the work on the railway right-of-way, including the support-ing of tracks, shall be subject to the inspection and direction of the Division Engineering Office.

Pipe lines shall be installed under tracks by boring or jacking, if practicable. Boring excavation must not exceed the outside diameter of the pipe. Jacking or boring of corrugated metal pipe, cast iron pipe or pipe with flanges, bells or couplings will not be permitted.

Pipe lines shall be located, where practicable, to cross tracks at approximately right angles thereto but preferably at not less than 45 degrees and shall not be placed within a culvert, under railway bridges or closer than 45 feet to any portion of any railway bridge, building or other important structure, except in special cases and then by special design as approved by the Chief Engineer of the railway company.

Pipe lines laid longitudinally on railway right-of-way shall be located as far as practicable from any tracks or other important structures. Pipe lines carrying flammable products or products under pressure located within 25 feet of the centerline of any track or where there is danger of damage from leakage to any bridge, building or other important structure, shall be encased or of special design as approved by the Chief Engineer of the railway company.

Pipe lines laid longitudinally on the railway right-of-way, 50 feet or less from the centerline of track shall be buried not less than 6'6" from the ground surface to top of pipe. If more than 50 feet from centerline of track, minimum cover shall be 3 feet.

If additional tracks are constructed in the future, or railway company determines that roadbed should be widened, the casing shall be extended correspondingly by licensee.

All casing pipe, except those laid longitudinally, shall be sloped not less than 0.3%.

Pipe lines shall not be installed on wood trestles but consideration will be given to permitting attachment to steel spans where unreasonable expense would be required to provide separate crossing over waterway, public way or railroad.

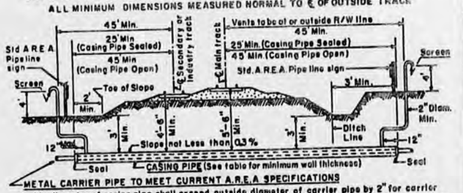
The ends of casing pipe shall be securely and permanently sealed to outside of carrier pipe with approved joint material against encroachment of outside elements. The vent pipes shall be connected to the top surface of casing pipe at both ends of the casing pipe.

PIPE LINES CARRYING FLAMMABLE SUBSTANCES

This includes oil, gas, gasoline, petroleum products or other flammable or highly volatile substance under pressure.

APPROVED CASING PIPE:
Steel or Cast Iron for all pressures

ALL MINIMUM DIMENSIONS MEASURED NORMAL TO ℄ OF OUTSIDE TRACK



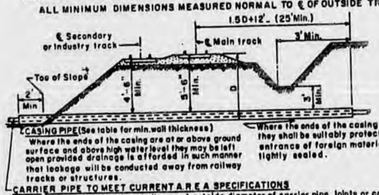
METAL CARRIER PIPE TO MEET CURRENT A.R.E.A SPECIFICATIONS
Inside diameter of casing pipe shall exceed outside diameter of carrier pipe by 2" for carrier pipe less than 8" diameter, 3¼" for 8" to 16" carrier pipe and 4½" for carrier pipe greater than 16", and shall be of leak proof construction.

PIPE LINES CARRYING NON-FLAMMABLE SUBSTANCES

This includes steam, water or any non-flammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railway property. Sewers and drains do not require casing pipe unless conditions exist which will endanger security of track, but should be of sufficient strength to withstand E-72 railway loading.

APPROVED CASING PIPE:
Steel or Cast Iron for all pressures.
Reinforced Concrete or Corrugated Metal for pressures less than 100 P.S.I.

ALL MINIMUM DIMENSIONS MEASURED NORMAL TO ℄ OF OUTSIDE TRACK



CARRIER PIPE TO MEET CURRENT A.R.E.A SPECIFICATIONS
Inside diameter of casing pipe shall exceed outside diameter of carrier pipe, joints or couplings by 2" for carrier pipe less than 8" in diameter and 4" for carrier pipe 8" in diameter and larger, and shall be of leak proof construction.

CASING PIPE FOR E 72 LOADING

STEEL PIPE
Wall Thickness for Steel Casing Pipe (Minimum yield Strength 35,000 P.S.I.) ①

Pipe Coated or Cathodically Protected Min. Thickness Inches	Pipe Not Coated or Cathodically Protected Min. Thickness Inches	Diameter of Pipe Inches
0.188	0.188	UNDER 14
0.219	0.282	14 AND 16
0.250	0.312	18
0.281	0.344	20
0.312	0.375	22
0.344	0.406	24
0.375	0.438	26
0.406	0.469	28 AND 30
0.438	0.500	32
0.469	0.531	34 AND 36
0.500	0.563	38, 40 AND 42

① For material of lower yield strength increase thickness an additional 1/16 in.

REINFORCED CONCRETE PIPE
Pipe shall conform to A.S.T.M. Designation C-76, Class IV, Wall "B" (Min.). Round Pipe shall have circular, not elliptical reinforcement.

CAST IRON PIPE
Installation must be by open trench. Pipe shall conform to American National Standards Institute Specification A21, Class 150 for 12" and under and Class 250 for over 12". Pipe to have mechanical joints or compression couplings.

CORRUGATED METAL PIPE
Pipe shall be galvanized, asbestos bonded and asphalt coated.

Gage of Metal before galvanizing U.S. Std. gage	Diameter of Pipe (Inches)
14	18 and under
12	24, 30, and 36
10	42 and 48

C&NW. TRANSPORTATION CO.
SPECIFICATIONS FOR PIPE LINE CROSSINGS AND LONGITUDINAL OCCUPANCY OF RIGHT OF WAY
Office of Assistant Vice President and Chief Engineer
Chicago, Illinois March 10, 1961
Revised February 20, 1975 Not to Scale

Approved J.A Barnes
Assistant Vice President and Chief Engineer
DRAWING NO C.E. 25767

APPROVED:

INITIALS	DATE
JAB	3-20-75

FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

STATE OF WISCONSIN } ss.
Department of State
Received this 10 day of
Dec A.D. 19 81 at 8:00
o'clock A.M. and recorded in Vol.
51 of RRM
on page 399

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

ORDER NO. 19A

Upon consideration of the "Application of the Trustee Concernir Sales of Property in the State of Wisconsin" and the "Reply of the Trustee to Objections to Sale of Operating Property in Prairie du Chien, Wisconsin (Growmark, Inc.)," both dated November 19, 1981, IT IS ORDERED that:

1) all sales and conveyances of property in the State of Wisconsin under Order No. 19 shall be free of any claim or right under Wisconsin law, including Section 85.09, Wisconsin Statutes, of the Wisconsin Department of Transportation or any other State or local department, agency or jurisdiction to acquire the property being sold and conveyed; and

2) applications for Court authority to sell property in the State of Wisconsin shall be accompanied by draft orders similarly providing for sale and conveyance free of such claims or rights.

Thomas R. McMillen

ated: December 7, 1981

A true copy-Attest
H. Stuart Cunninghan, Clerk
By Kathleen Branch
Deputy Clerk
U. S. District Court, Northern District of Illinois
Date: DEC 10 1981

VEL PHILLIPS
SECRETARY OF STATE

DOCKETED

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

In the Matter of)
) No. 77 B 8999
CHICAGO, MILWAUKEE, ST. PAUL) Judge Thomas R. McMillen
and PACIFIC RAILROAD COMPANY,)
)
Debtor.)

ORDER NO 19

Upon consideration of the "Application of the Trustee for Authority to Sell Property," and pursuant to Bankruptcy Rule 8-509(b), IT IS ORDERED that

(1) the Trustee is authorized to sell, or exchange the Debtor's real property, with improvements thereon, and interests therein such as easements in whatever manner he sees fit, including private sale, from time to time without notice other than the notice required by Rule 8-509(b), free from liens and other claims, provided that the amount involved in any single sale or exchange authorized hereunder shall not exceed $100,000;

(2) the rights, claims, liens and interests of the Trustee, the Debtor, the trustees under applicable mortgages and any other claimants in, upon or against the property sold or exchanged in accordance with this order shall be transferred from such property to the net proceeds from the sales;

(3) the proceeds of the sales authorized by this order net of interest income and real estate brokerage fees and all other expenses incident or related to the sales shall, until further order of the Court, be deposited by the Trustee and retained in a trust account

36

STATE OF WISCONSIN } ss.
Department of State
Received this Dec day of
17 A. D. 19 81 at 8
o'clock A.M. and
51 R.R.M.
Secretary of State

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 of 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 designated 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 that the documentation and release procedures provided for under such mortgage shall not be required.

Thomas R. McMillen
THOMAS R. McMILLEN
District Judge

DATED: March 6, 1978

A true copy Attest
H. Stuart Cunningham Clerk
By Kathleen Brank
Deputy Clerk
U. S. District Court, Northern
District of Illinois
Date: JUN 9 1981

C&NW - Form 2748-A-10
(6/72)

P-823

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 E G ENTERPRISES, a partnership consisting of EDWARD J. KOVACIK and GEORGE O. KRUCK----------

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 Racine, County of Racine, and the State of Wisconsin,

and described as follows, to wit:

That part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 3 North, Range 23 East of the Fourth Principal Meridian, including part of Block 53 in said Section, bounded and described as follows: Beginning at a point distant 50 feet Easterly, measured at right angles, from the center line of the most Easterly main track of the Chicago and North Western Transportation Company, as said main track is now located, and distant 10 feet Southeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 114, as said spur track is now located; thence Northeasterly parallel with said spur track center line a distance of 240 feet, more or less, to a point distant 10 feet Southeasterly, measured radially, from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 505, as now located; thence Northeasterly parallel with said last described spur track center line a distance of 165 feet, more or less, to a point distant 120 feet Southerly, measured at right angles, from the South line of Eighth Street; thence Easterly parallel with said South line of Eighth Street a distance of 60 feet, more or less, to a point distant 240 feet Westerly, measured at right angles, from the East line of said Block 53; thence Northerly parallel with said East line of Block 53 a distance of 74.36 feet; thence Northeasterly along a straight line a distance of 50 feet, more or less, to a point on the North line of said Block 53, distant 224.50 feet Westerly from the Northeast corner of said Block; thence Westerly along said North line of Block 53 a distance of 110 feet, more or less, to a point on the Easterly water's edge of the Root River; thence Southerly and Southwesterly along the Easterly and Southeasterly water's edge of said Root River a distance of 375 feet, more or less, to a point distant 50 feet Easterly, measured at right angles, from said main track center line; thence Southerly parallel with said main track center line a distance of 200 feet, more or less, to the point of beginning.

C&NW - Form 2748-A-11
(6/72)

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 10th day of November, A.D., Nineteen Hundred and Eighty-one.

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

By _____
J. R. Grimes Vice President

ATTEST:

_____
G. Snieski Trust Officer

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

_____
R. E. SCHULTEN

_____
V. A. Cahill

STATE OF WISCONSIN
Department of State
Received this 28 day of
Dec A.D. 19 81 at 8
o'clock A M. and recorded in Vol.
57 of RRM
on page 402-404
Secretary of State

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 G. Snieski 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 G. Snieski 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 10th day of Dec. A.D., Nineteen Hundred and Eighty-one.

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, 400 West Madison Street, Chicago, Illinois 60606.

NORTHWEST CHEMCO, INC.

400 West Madison Street, Chicago, Illinois 60606
Telephone 312 263-4200

June 5, 1972

Mr. Richard M. Freeman
Vice President-Law and Secretary
Chicago and North Western
Transportation Company
400 West Madison Street
Chicago, Illinois 60606

Re: Indenture of Mortgage and Security Agreement dated as of June 1, 1972 between Chicago and North Western Transportation Company and Chicago and North Western Railway Company (now named Northwest Chemco, Inc.) (hereinafter called the "M&SA")

Dear Mr. Freeman:

Section 4.02 of the M&SA provides that property "which is subject to the lien of any Prior or Parity Mortgage shall, if released from the lien of such Prior or Parity Mortgage in compliance with the provisions thereof, be automatically released from the lien of this Mortgage and Security Agreement . . . ."

This is to acknowledge that this Company agrees that:

1. The automatic release under the above-described circumstances occurs without any action by or on behalf of the M&SA Mortgagee and no instrument of release from the lien of the M&SA is required in such cases; and

2. Each of the following indentures, as supplemented on or prior to June 1, 1972, constitutes, so long as any bonds outstanding thereunder on June 1, 1972 remain outstanding, a Prior or Parity Mortgage within the meaning of the above-quoted provision--

(a) Indenture of Mortgage and Deed of Trust dated as of January 1, 1939 between Chicago and North Western Railway Company and The First National Bank of Chicago;

(b) Indenture of Mortgage and Deed of Trust dated as of January 1, 1938 between Chicago Great Western Railway Company and Guaranty Trust Company of New York;

(c) Indenture of Mortgage and Deed of Trust dated as of January 1, 1938 between Chicago Great Western Railway Company and The First National Bank of Chicago (General Income Mortgage); and

(d) Indenture of Mortgage and Deed of Trust dated as of October 1, 1960 between The Minneapolis & St. Louis Railway Company and The First National Bank of Chicago.

This letter, or any copy thereof, shall constitute conclusive evidence, binding upon this Company and its successors and assigns, of the matters agreed to above.

NORTHWEST CHEMCO, INC.

By _____
Paul J. Weir,
Vice President

(Corporate Seal)

ATTEST:

_____
R. J. Hill,
Secretary

I, Joan A. Schramm , HEREBY CERTIFY that I am a duly elected ASSISTANT SECRETARY of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY and custodian of the records, files and corporate seal of said Company.

I FURTHER CERTIFY that the annexed and foregoing is a full, true and correct copy of a letter contained in the files of said Company.

I FURTHER CERTIFY that there have remained outstanding at all times to and including the date hereof bonds which were outstanding on June 1, 1972 under the indenture identified as item 2a in said letter.

WITNESS my signature and the corporate seal of said Chicago and North Western Transportation Company this 26th day of May A.D., 1981.

Joan A. Schramm

(Corporate Seal)

STATE OF WISCONSIN
Department of State } ss.
Received this 28 day of
Dec A. D. 19 81 at 8
o'clock A.M. and recorded in Vol.
51 of RRR
on page 405-407
Secretary of State

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
MEETING OF THE BOARD OF DIRECTORS
NOVEMBER 19, 1979

RESOLUTION ADOPTED

WHEREAS, it is for the best interest of this Company that the authority to make certain sales and conveyances of real estate of the Company should be vested in some officer or officers of the Company with full authority to act so that offers to purchase the Company's real estate may be acted upon promptly without the necessity of waiting for meetings of the Board of Directors to authorize said sales and conveyances;

THEREFORE, RESOLVED:

1. That authority is hereby vested in the President, or any Vice President or Assistant Vice President designated by the President, to authorize the sale, conveyance or other disposition, from time to time, of any real estate now held and owned by the Company or hereafter acquired where its fair value to be received by the Company is less than $100,000;

2. That in making any such sale, conveyance or other disposition of the Company's real estate the President, or any Vice President or Assistant Vice President designated by the President be, and each of them hereby is, authorized to execute, acknowledge and deliver and the Secretary or an Assistant Secretary of the Company be and hereby is authorized to attest on behalf of and in the name of the Company contracts, deeds and other documents as may be necessary or appropriate to consummate said sales, conveyances or other disposition of said real estate;

3. That all transactions authorized pursuant to this resolution shall be reported to the Board of Directors at the next meeting succeeding such action; and

4. That the authority granted by the resolution of May 30, 1972 adopted by the Board of Directors, on this subject matter, be and is hereby terminated, and such resolution is hereby superseded by this resolution which shall remain in full force and effect until modified or rescinded.

I, JOAN A. SCHRAMM, HEREBY CERTIFY that I am a duly elected ASSISTANT SECRETARY of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY and custodian of the records, files and corporate seal of said Company.

I FURTHER CERTIFY, that the annexed and foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Chicago and North Western Transportation Company at a meeting of said Board duly convened and held in Chicago, Illinois, November 19, 1979 at which time a quorum was present and acted throughout, and that said resolution has not been amended, altered or repealed and is at this date in full force and effect.

WITNESS my signature and the corporate seal of said Chicago and North Western Transportation Company this 26th day of May A.D., 1981.

Joan A. Schramm

(corporate seal)

STATE OF WISCONSIN } ss.
Department of State }
Received this 28 day of
Dec A.D. 19 81 at 8
o'clock A M. and recorded in Vol.
51 of RRM
on page 408-409
Secretary of State

Soo Line Railroad Company

Soo Line Building
Box 530
Minneapolis, Minnesota 55440
(612) 332-1261

FERN B. ALBERS
Attorney

December 22, 1981

Secretary of State
State of Wisconsin
244 Washington Ave
Madison, WI 53702

STATE OF WISCONSIN
RECEIVED AND FILED

DEC 28 1981

VEL PHILLIPS
SECRETARY OF STATE

Dear Sir or Madam:

Soo Line Railroad Company transmits herewith for recording in connection with a mortgage covering real property Executed Counterpart No. 46 of Satisfaction and Release of Duluth, South Shore and Atlantic Railroad Company First Mortgage executed by Manufacturers Hanover Trust Company, as Trustee, on December 9, 1981. A conformed copy of said Satisfaction and Release is also transmitted herewith.

The original First Mortgage dated as of January 1, 1949, was recorded in your office as a mortgage on real property as Document No. _____ on Nov. 18, 1949, in Book No. 43 of Railroad Mortgages, at Pages 127-326. The various Supplemental Indentures were similarly recorded in your office.

Will you kindly record the executed counterpart of said Satisfaction and Release, endorse the recording data thereon and return it to me. The conformed copy is to be retained by your office.

If you will send your bill for recording fees, the Soo Line will send its check immediately. A stamped, self-addressed envelope is enclosed for your use in returning the endorsed recorded counterpart to me.

Yours very truly,

Fern B Albers

FBA/mcj
Enclosure

EXECUTED COUNTERPART NO. 46

MANUFACTURERS HANOVER TRUST COMPANY

as Trustee

SATISFACTION AND RELEASE

of

Duluth, South Shore and Atlantic
Railroad Company
First Mortgage

KNOW ALL MEN BY THESE PRESENTS, that:

MANUFACTURERS HANOVER TRUST COMPANY (successor by merger to Central Hanover Bank and Trust Company), a banking corporation of the State of New York, is the trustee under that certain indenture of mortgage and deed of trust executed by Duluth, South Shore and Atlantic Railroad Company (now known as Soo Line Railroad Company), a Minnesota corporation, to Central Hanover Bank and Trust Company (predecessor in interest of the Manufacturers Hanover Trust Company), Trustee, dated as of January 1, 1949, as supplemented and amended by supplemental indentures dated as of January 1, 1960, January 1, 1961, September 1, 1966, October 29, 1970, and January 1, 1974 (hereinafter referred to as "First Mortgage"), under which there were issued Duluth, South Shore and Atlantic Railroad Company First Mortgage 4% Income Bonds, Series B, due January 1, 1995, in the aggregate principal amount of $2,747,200, all of which have been surrendered to said trustee and cancelled.

WHEREFORE, in consideration of the foregoing, the undersigned, Manufacturers Hanover Trust Company, as such trustee, does hereby: (1) grant, convey, release, assign, quitclaim and set over unto Soo Line Railroad Company, a corporation of the State of Minnesota, and its successors and assigns, all estate, right, title, interest, claim and demand whatsoever which it may have acquired under and by virtue of or arising from the First Mortgage in and to all property of every kind or character whatsoever and whereso-ever situated, real, personal or mixed, conveyed or intended to be conveyed by the First Mortgage, except such as has heretofore been released therefrom, all to the same effect as if herein fully set forth; (2) acknowledge full satisfaction and discharge of the First Mortgage and full discharge of all rights, claims and demands which it, as trustee, may have acquired by virtue of the First Mortgage; and (3) consent and direct that the First Mortgage be discharged of record, both as a real estate mortgage and as a chattel mortgage, and authorize the recording officer of each county and state in which the First Mortgage has been recorded or filed to discharge the same of record in his or her office.

IN WITNESS WHEREOF, Manufacturers Hanover Trust Company, has caused this instrument to be signed and acknowledged by one of its Vice Presidents, and its

corporate seal to be affixed hereto and the same to be attested by one of its Assistant Secretaries, on the 9 day of December, 1981.

MANUFACTURERS HANOVER TRUST COMPANY
as Trustee under the First Mortgage of Duluth, South Shore and Atlantic Railroad Company, dated as of January 1, 1949, and indentures supplemental thereto

By _____
ASSISTANT Vice President

ATTEST:

_____
Assistant Secretary

In the presence of:

_____

_____

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

On this 9th day of December, 1981, before me personally appeared W. B. DODGE and T. C. Monahan to me personally known ~~and to me known~~ to be ~~a~~ Vice President and Assistant Secretary, respectively, of MANUFACTURERS HANOVER TRUST COMPANY, a corporation of the State of New York, and the persons who executed the foregoing instrument, who, being by me duly sworn, did say: that they are ~~a~~ Vice President and an Assistant Secretary, respectively, of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that they executed the foregoing instrument as such officers, and said instrument was signed and sealed on behalf of said corporation by its authority and the authority of its Board of Directors. And said W. B. DODGE and T. C. Monahan acknowledged the execution of the foregoing instrument by them as such officers, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal in the county and state aforesaid this 9th day of December, 1981.

Peter Ferreri

My commission expires _____

PETER FERRERI
Notary Public, State of New York
No. 41-0278425
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1982

STATE of WISCONSIN } ss.
Department of State }
Received this 28 day of
Dec, A.D. 19 81 at 8
o'clock AM, and recorded in Vol.
51 Rem
460-464
Secretary of State

Form RED - 13
(6/72)

Resolution Dated
July 10, 1972
(GAARD)

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 ROBERT J. GAARD and BEVERLY I. GAARD---

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 Village of Ellsworth, County of Pierce, and the State of Wisconsin, and described as follows, to wit:

That part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 26 North, Range 17 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the most Easterly corner of Lot 5 in Morse's Addition to Ellsworth; thence Northeasterly along the Northeasterly extension of the Southeasterly line of said Lot 5 to a point distant 550 feet Northeasterly, measured at right angles, from the center line of the main track (now removed) of the Chicago St. Paul Minneapolis and 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 17; thence Northwesterly parallel with the Northeasterly lines of Lots 3,4,5, and 6 in said addition, a distance of 300 feet; thence Southwesterly at right angles to the last described course, a distance of 250 feet;thence Northwesterly at right angles to the last described course, a distance of 100 feet; thence Southwesterly at right angles to the last described course, a distance of 90 feet, more or less, to the center line of a creek; thence Northwesterly along the center line of said creek, a distance of 170 feet, more or less, to a point distant 557 feet Northwesterly, measured at right angles, from the Northeasterly extension of the Southeasterly line of said Lot 5;thence Southwesterly parallel with the Northeasterly extension of the Southeasterly line of said Lot 5 to a point 283 feet Northeasterly, measured at right angles, from the Northwesterly extension of the Northeasterly line of said Lots 3,4,5, and 6; thence Northwesterly parallel with the Northwesterly extension of the Northeasterly line of said Lots 3,4,5, and 6, a distance of 325 feet; thence East along a line drawn at right angles from the North and South Quarter line of said Section, a distance of 85 feet; thence North along a line parallel with the North and South Quarter line of said Section, a distance of 165 feet; thence West at right angles to the last des-

cribed course, a distance of 200 feet; thence Southwesterly along a line drawn at right angles to the Northwesterly extension of the Northeasterly line of said Lots 3,4,5, and 6, a distance of 10 feet, more or less, to a point distant 150 feet Northeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Chicago St. Paul Minneapolis and Omaha Railway Company) spur track ICC No. 29 (now removed), as said spur track was located prior to its removal; thence Northwesterly parallel with said (former) spur track center line a distance of 275 feet to the point of beginning of the parcel of land herein described; thence continuing Northwesterly parallel with said (former) spur track center line a distance of 150 feet; thence Southwesterly at right angles to the last described course a distance of 163 feet, more or less, to a point on said original main track center line; thence Southeasterly along said original main track center line a distance of 150 feet more or less, to a point on a line drawn at right angles to said (former) spur track center line through the point of beginning; thence Northweasterly along said last described right angle line a distance of 163 feet, more or less, to the point of beginning.

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 ROBERT J. GAARD and BEVERLY I. GAARD----------

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 continunity 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 8th day of December, 1981

MANUFACTURERS HANOVER TRUST COMPANY

By _____
Its ASSISTANT Vice President

ATTEST:

_____
Its Assistant Trust Officer

Signed, Sealed and Delivered
in Presence of:

_____
M.L. STEVENSON

_____
P. Taktikos

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 PETER FERRERI, 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 8th day of December A.D. Nineteen Hundred and Eighty-one.

FRANCIS J. GRIPPO
Notary Public, State of New York
No. 43-4522535
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 } ss.
Department of State
Received this 11 day of Jan., A. D. 19 82 at 8 o'clock A.M. and recorded in Vol. 51 of RRM on page 415-418
Secretary of State

CHEMCO (1/73)

Resolution Dated
July 10, 1972
(GAARD)

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 ROBERT J. GAARD and BEVERLY I. GAARD-----

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 Village of Ellsworth, County of Pierce, and the State of Wisconsin,

and described as follows, to wit:

That part of the Northeast Quarter of the Southwest Quarter of Section 17, Township 26 North, Range 17 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the most Easterly corner of Lot 5 in Morse's Addition to Ellsworth; thence Northeasterly along the Northeasterly extension of the Southeasterly line of said Lot 5 to a point distant 550 feet Northeasterly, measured at right angles, from the center line of the main track (now removed) of the Chicago St. Paul Minneapolis and 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 17; thence Northwesterly parallel with the Northeasterly lines of Lots 3,4,5, and 6 in said addition, a distance of 300 feet; thence Southwesterly at right angles to the last described course, a distance of 250 feet;thence Northwesterly at right angles to the last described course, a distance of 100 feet; thence Southwesterly at right angles to the last described course, a distance of 90 feet, more or less, to the center line of a creek; thence Northwesterly along the center line of said creek, a distance of 170 feet, more or less, to a point distant 557 feet Northwesterly, measured at right angles, from the Northeasterly extension of the Southeasterly line of said Lot 5;thence Southwesterly parallel with the Northeasterly extension of the Southeasterly line of said Lot 5 to a point 283 feet Northeasterly, measured at right angles, from the Northwesterly extension of the Northeasterly line of said Lots 3,4,5, and 6; thence Northwesterly parallel with the Northwesterly extension of the Northeasterly line of said Lots 3,4,5, and 6, a distance of 325 feet; thence East along a line drawn at right angles from the North and South Quarter line of said Section, a distance of 85 feet; thence North along a line parallel with the North and South Quarter line of said Section, a distance of 165 feet; thence West at right angles to the last described course, a distance of 200 feet; thence Southwesterly along a line drawn at right angles to the Northwesterly extension of the Northeasterly line of said Lots 3,4,5, and 6, a distance of 10 feet, more or less, to a point distant 150 feet Northeasterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Chicago St. Paul Minneapolis and Omaha Railway Company) spur track ICC No. 29 (now removed), as said spur track was located prior to its removal; thence Northwesterly parallel with said (former) spur track center line a distance of

275 feet to the point of beginning of the parcel of land herein described; thence continuing Northwesterly parallel with said (former) spur track center line a distance of 150 feet; thence Southwesterly at right angles to the last described course a distance of 163 feet, more or less, to a point on said original main track center line; thence Southeasterly along said original main track center line a distance of 150 feet more or less, to a point on a line drawn at right angles to said (former) spur track center line through the point of beginning; thence Northweasterly along said last described right angle line a distance of 163 feet, more or less, to the point of beginning.

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 10th day of December A.D., Nineteen Hundred and Eighty-one.

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

Gordon McKee

Brownson Ives Culley

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By [signature]
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 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 10th day of December A.D., Nineteen Hundred and Eighty-one.

[signature]
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.

Page 3 of 3 Pages

Department of State } ss.
Received this 11 day of
Jan A.D. 19 82 at 8
Check A.M. and recorded in Vol.
57 of RRM
on page 419-421
[signature]

VOL 3344 PAGE 41

RELEASE

1729967

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 RRM 235
June 1, 1952	" " "	44 RRM 153
August 1, 1952	" " "	44 RRM 221
January 1, 1954	" " "	45 RRM 16
August 1, 1954	" " "	45 RRM 288
September 15, 1954	" " "	45 RRM 300
August 10, 1972	Register of Deeds	411 Records 145
October 15, 1974	Register of Deeds & Secretary of State	539 Records 199 50 RRM 252
October 1, 1977	Register of Deeds & Secretary of State	887 Records 262 50 RRM 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:

(Cont'd. Page 2) pd 5c ck.

EXHIBIT "A"

VOL 3344 PAGE 42

A parcel of land located in the Southeast Quarter 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: All of Lot 4, and that portion of Lots 5 and 15 in Lewis' Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying southerly of and adjacent to a line that lies parallel and/or concentric with and 25 feet normally distant southerly from the centerline of the main track of that line of railroad acquired by the State of Wisconsin, Department of Transportation from the Illinois Central Gulf Railroad Company by deed dated December 29, 1980.

Said parcel of land more particularly described as:

All of Lot 4 and that portion of Lots 5, 14 and 15, Lewis Subdivision of Outlot No. 5, University Addition to Madison, in the City of Madison, to-wit: Commencing at the Southwest corner of Lot 4 of said Lewis Subdivision; thence North 0°-08'-52" East, 83.25 feet; thence South 85°-46'-50" East, 58.43 feet to a point of curve; thence along an arc of a curve to the right which has a chord which bears South 81°-06'-49" East, 304.89 feet, radius 1885.08 feet; thence South 0°-00'-00" West, 32.05 feet; thence North 89°-58'-05" West, 359.73 feet (recorded as 359.0 feet) to the point of beginning.

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 TESTIMONY 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 24th day of April, 1981.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee aforesaid

By: _____
E. M. Crooks TRUST OFFICER

ATTEST:

_____
Assistant Secretary
E. M. Gaudioso

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 E. M. 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 E. 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 24th day of April, 19 81.

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. 41-4781123
Commission Expires March 30, 1982

STATE OF WISCONSIN } ss.
Department of State
Received this 26 day of Jan. A.D. 19 82 at 1:0 o'clock A.M. and recorded in Vol. 57 of R.R. on page 423
Vel Duncan
Secretary of State

Office of Register of Deeds }
Dane County, Wisconsin } ss.
Received for Record Jan. 15
19 82 at 3:10 o'clock P.M.
and recorded in vol. 3344
of Records on page 41
Carol R. Mahnke
Register

VOL 3344 PAGE 45

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT 1729968

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 RRM 235
June 1, 1952	" " "	44 RRM 153
August 1, 1952	" " "	44 RRM 221
January 1, 1954	" " "	45 RRM 16
August 1, 1954	" " "	45 RRM 288
September 15, 1954	" " "	45 RRM 300
August 10, 1972	Register of Deeds	411 Records 145
October 15, 1974	Register of Deeds & Secretary of State	539 Records 199 50 RRM 252
October 1, 1977	Register of Deeds & Secretary of State	887 Records 262 50 RRM 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:

(Cont'd. Page 2) Pd 5 cc ck

EXHIBIT "A"

VOL 3344 PAGE 46

A parcel of land located in the Southeast Quarter 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: All of Lot 13, and that portion of Lots 5, 6 and 14 in Lewis' Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of the northerlymost track of that line of railroad acquired by the State of Wisconsin, Department of Transportation from the Illinois Central Gulf Railroad Company by deed dated December 29, 1980.

Said parcel of land more particularly described as:

All of Lot 13 and part of Lots 6 and 14, Lewis Subdivision of Outlot No. 5, University Addition to Madison, in the City of Madison, to-wit: Commencing at the Northwest corner of Lot 6 of said Lewis Subdivision; thence South 89°-59'-05" East, 359.20 feet (recorded as 359.0 feet); thence South 00°-00'-00" West, 67.75 feet; thence North 85°-53'-44" West, 360.24 feet; thence North 0°-08'-52" East, 42.15 feet to the point of beginning.

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 TESTIMONY 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 24th day of April 1981.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee aforesaid

By: [signature]

R. J. Crooks TRUST OFFICER

ATTEST:

[signature]

J. M. Gaudioso Assistant Secretary

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 R. 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 24th day of April, 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. 41-4731133
Commission Expires March 30, 1982

OF WISCONSIN } ss.
...artment of State
...ved this 26 day of
Jan A. D. 19 82 at 10
...ock A.M. and recorded in Vol.
51 of RRM
...n page 427-428
[signature]
Secretary of State

Office of Register of Deeds }
Dane County, Wisconsin } ss

Received for Record Jan 15
19 82 at 3 10 o'clock P M.
and recorded in vol. 3344
of records on page 45
Carol R. Mahnke
Register

VOL 3344 PAGE 49

1729969

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 ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($130,000.00) in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

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:

Being all of Lot 4 and part of Lot 5, 6, 13, 14 and 15, Lewis Subdivision of Outlot No. 5, University Addition to Madison, City of Madison, Dane County, Wisconsin.

PARCEL A - All of Lot 13 and part of Lots 6 and 14, Lewis Subdivision of Outlot No. 5, University Addition to Madison, in the City of Madison, to-wit: Commencing at the Northwest corner of Lot 6 of said Lewis Subdivision; thence South 89°-59'-05" East, 359.20 feet (recorded as 359.0 feet); thence South 00°-00'-00" West, 67.75 feet; thence North 85°-53'-44" West, 360.24 feet; thence North 0°-08'-52" East, 42.15 feet to the point of beginning.

PARCEL B - All of Lot 4 and that portion of Lots 5, 14 and 15, Lewis Subdivision of Outlot No. 5, University Addition to Madison, in the City of Madison, to-wit: Commencing at the Southwest corner of Lot 4 of said Lewis Subdivision; thence North 0°-08'-52" East, 83.25 feet; thence South 85°-46'-50" East, 58.43 feet to a point of curve; thence along an arc of a curve to the right which has a chord which bears South 81°-06'-49" East, 304.89 feet, radius 1885.08 feet; thence South 0°-00'-00" West, 32.05 feet; thence North 89°-58'-05" West, 359.73 feet (recorded as 359.0 feet) to the point of beginning.

FEE
#2
EXEMPT

Exempt #2

Pd 40
ch.

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 25TH day of NOVEMBER, 1981.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By _____
Vice President

ATTEST:

_____
Assistant Secretary

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 25TH day of NOVEMBER, 1981.

Notary Public

My Commission Expires:

FEBRUARY 25TH, 1985

Description Approved: ICGRRCo

Form Approved: ICGRRCo
Attorney

Office of Register of Deeds
Dane County, Wisconsin } ss

Received for Record ... Jan. 15 ...
19. 82.. at 3.10 o'clock P. ...M.
and recorded in vol. ..3344..... of .Records... on page..49.
..... Sarah R. Bushnell ....
Register

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

STATE OF WISCONSIN } ss.
Department of State
Received this 26 day of
Jan A. D. 19 82 at 10
A.M. and recorded
51 of RRM
on page 434
Secretary

DOCUMENT NO.

WARRANTY DEED
STATE OF WISCONSIN—FORM 4

THIS SPACE RESERVED FOR RECORDING DATA

STATE OF WISCONSIN } ss.
Department of State
Received this 23 day of
Feb A. D. 19 82 at 9
o'clock M. and recorded in Vol.
AM of 51 RRM
on page 433
Secretary of State

RETURN TO

THIS INDENTURE, Made this 12th day of February, A. D., 19 82, between MYRTLE M. WENDELBO, widow,

party of the first part, and DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

a Corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of

to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Douglas and State of Wisconsin, to-wit:

All that part of the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4), Section Fifteen (15), Township Forty-eight (48) North, Range Fourteen (14) West of the Fourth Principal Meridian, Douglas County, Wisconsin, lying South of the right-of-way of the Interstate Transfer Branch of the Duluth, Missabe and Iron Range Railway Company, and East of the State Trunk Highway No. 35 right-of-way, comprising 1.4 acres, more or less.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said MYRTLE M. WENDELBO

for her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents she was well seized of the premises above described, as 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.

and that the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal this 12th day of February, A. D., 1982.

SIGNED AND SEALED IN PRESENCE OF

Myrtle M. Wendelbo (SEAL)
MYRTLE M. WENDELBO

(SEAL)

(SEAL)

(SEAL)

State of Wisconsin, } ss.
County of Douglas

Personally came before me, this 12th day of February, A. D., 1982, the above named MYRTLE M. WENDELBO

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Henry Skulstad
Henry Skulstad
Notary Public, Douglas County, Wis.
My commission (expires) (is) July 1, 1984

THIS INSTRUMENT WAS DRAFTED BY
DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY
210 Missabe Building
Duluth, Minnesota 55802

NOTARY SEAL

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED — To Corporation STATE OF WISCONSIN FORM No. 4 Wisconsin Legal Blank Company Milwaukee, Wis. (Job 29597)

Office of Register of Deeds,
La Crosse County, Wisconsin

I, Charles R. Whaley, Jr., Register of Deeds for said County, do hereby certify that I have compared the foregoing copy with the original thereof on record in this office, and find the same to be a correct transcript therefrom end of the whole thereof.

I further certify that said original was recorded in this office on the 5th day of May, A. D., 1981, in Volume 660 of Records on Page 927.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this office, this 4th day of March, A. D., 1982

Charles R. Whaley Jr.
Register of Deeds for La Crosse County, Wisconsin

By Betty Bares
Deputy

917303 DOCKETED

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

660 - 927

In the Matter of)
)
CHICAGO, MILWAUKEE, ST. PAUL) No. 77 B 3999
and PACIFIC RAILROAD COMPANY,) Judge Thomas R. McMillen
)
Debtor.)

ORDER NO. 19

Upon consideration of the "Application of the Trustee for Authority to Sell Property," and pursuant to Bankruptcy Rule 8-509(b), IT IS ORDERED that

(1) the Trustee is authorized to sell, or exchange the Debtor's real property, with improvements thereon, and interests therein such as easements in whatever manner he sees fit, including private sale, from time to time without notice other than the notice required by Rule 8-509(b), free from liens and other claims, provided that the amount involved in any single sale or exchange authorized hereunder shall not exceed $100,000;

(2) the rights, claims, liens and interests of the Trustee, the Debtor, the trustees under applicable mortgages and any other claimants in, upon or against the property sold or exchanged in accordance with this order shall be transferred from such property to the net proceeds from the sales;

(3) the proceeds of the sales authorized by this order net of interest income and real estate brokerage fees and all other expenses incident or related to the sales shall, until further order of the Court, be deposited by the Trustee and retained in a trust account

MAY 5 1981
RECORDED
AT 10 00A M.
CHARLES R WHALEY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

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.

Attested by Attest
H. Stuart Cunningham, Clerk
By Kathleen [illegible]
Deputy
U. S. District Court
Distr[illegible]
Date FEB 2[illegible] 1981

Thomas R. McNamara
THOMAS R. McNAMARA
District Judge

STATE OF WISCONSIN
Department of State
Received this 8 day of March A. D. 1982 at 8 o'clock A M. and recorded in Vol. 51 of RRM page 43[illegible]
[illegible]
Secretary of State

DATED: March 6, 1978

Office of Register of Deeds, La Crosse County, Wisconsin

I, Charles R. Whaley, Jr., Register of Deeds for said County, do hereby certify that I have compared the foregoing copy with the original thereof on record in this office, and find the same to be a correct transcript therefrom end of the whole thereof.

I further certify that said original was recorded in this office on the 20th day of April, A. D., 1981, in Volume 660 of Records on Page 238.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this office, this 4th day of March, A. D., 1982

Charles R. Whaley, Jr.
Register of Deeds for La Crosse County, Wisconsin

By Betty Brier Deputy

916817

VOL. 660 PAGE 238

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 4099 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 $13,325.00, 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 STEPHAN HOMES, INC., 641 Vilas Road, Onalaska, Wisconsin 54650, 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 of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 30 foot wide right of way in Block 18; also all that part of the said Railroad's 30 foot wide right of way in Block 20 lying northerly of a line 200 feet northerly of and parallel with the north line of Gillette Street; all in Northern Addition to the City of LaCrosse; also, all that part of the S 1/2 of vacated Iron Street, as shown on the plat of said Northern Addition to the City of LaCrosse, which is adjacent to said 30 foot wide right of way in said Block 18; containing, in the aggregate, 9,750 square feet of land, more or less.

TRANSFER 13.40 FEE

Together with all trackage thereon, approximately 325 lineal feet.

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.

APR 20 1981
RECORDED
AT 10:45A M.
CHARLES R WHALEY JR.
REGISTER OF DEEDS

VOL. 660 PAGE 239

IN WITNESS WHEREOF, this instrument is executed in the name of said Trustee and on his behalf by [redacted] thereunto duly authorized this APRIL 7 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 R. H. Babbitt
R. H. BABBITT Asst. Vice President

WITNESS:

For said Trustee Secretary
G. G. 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, Real Estate Attorney, Property Management Department, Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

FORM "A"

VOL 660 PAGE 240

STATE OF ILLINOIS)
COUNTY OF COOK)

On this APRIL 7 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, 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

NOTARY PUBLIC, COOK COUNTY, ILL.

STATE OF WISCONSIN
Department of State } ss.
Received this 8 day o
March A. D. 19 82 at 8
o'clock A M. and recorded in Vol
51 of RRM
on page 137
Secretary of State

Form RED - 13
(6/72)

P-931

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 WALTER C. FISCHER and JUNE M. FISCHER, husband and wife as joint tenants----------

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 Spooner, County of Washburn, and the State of Wisconsin, and described as follows, to wit:

That part of the East Half of the Southwest Quarter of Section 29, Township 39 North, Range 12 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the Northeasterly line of Poplar Street and the Southeasterly line of River Street; thence Northeasterly along a line drawn at right angles to said Northeasterly line of Poplar Street a distance of 240.25 feet; thence Northeasterly deflecting to the right 46°12' a distance of 507 feet; thence "due" East a distance of 70 feet, more or less, to a point distant 60 feet Westerly, measured radially, from the center line of the most Westerly main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said main track is now located, for the point of beginning of the parcel of land herein described; thence Southeasterly along a line drawn radially to said main track center line a distance of 10 feet; thence Southwesterly parallel with and distant 50 feet Northwesterly, measured radially, from said main track center line, a distance of 700 feet, more or less, to a point on the Southeasterly extension of the Southwesterly line of said Poplar Street; thence Northwesterly along said Southwesterly line, extended, of Poplar Street, a distance of 150 feet, more or less, to a point distant 66 feet Southeasterly, measured along said Southwesterly line, extended, of Poplar Street, from the Northwesterly line of Front (Railroad) Street; thence Northeasterly parallel with the Northwesterly line of said Front Street a distance of 66 feet, more or less, to a point on the Northeasterly line of said Poplar Street; thence Northeasterly along a straight line a distance of 620 feet, more or less, to the point of beginning.

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 WALTER C. FISCHER and JUNE M. FISCHER, husband and wife as joint tenants----------

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 continunity 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 31st day of March, 1982

MANUFACTURERS HANOVER TRUST COMPANY

By _____
Its ASSISTANT Vice President

ATTEST:

_____
Its Assistant Trust Officer

Signed, Sealed and Delivered
In Presence of:

_____
M.L. STEVENSON

_____
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 ASSISTANTVice 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 31st day of March A.D. Nineteen Hundred and Eighty-two.

_____
FRANCIS J. GRIPPO
Notary Public, State of New York
No. 43-4522535
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 } ss.
Department of State
Received this 5 day of April A. D. 19 82 at 2 o'clock P. M. and recorded in Vol. 51 of R R M on page 441-443
_____
Secretary of State

CHEMCO (1/73)

P-931

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 WALTER C. FISCHER and JUNE M. FISCHER, husband and wife as joint tenants----------

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 Spooner, County of Washburn, and the State of Wisconsin,

and described as follows, to wit:

That part of the East Half of the Southwest Quarter of Section 29, Township 39 North, Range 12 West of the Fourth Principal Meridian, bounded and described as follows: Commencing at the intersection of the Northeasterly line of Poplar Street and the Southeasterly line of River Street; thence Northeasterly along a line drawn at right angles to said Northeasterly line of Poplar Street a distance of 240.25 feet; thence Northeasterly deflecting to the right 46°12' a distance of 507 feet; thence "due" East a distance of 70 feet, more or less, to a point distant 60 feet Westerly, measured radially, from the center line of the most Westerly main track of the Chicago and North Western Transportation Company (formerly the Chicago, St. Paul, Minneapolis and Omaha Railway Company), as said main track is now located, for the point of beginning of the parcel of land herein described; thence Southeasterly along a line drawn radially to said main track center line a distance of 10 feet; thence Southwesterly parallel with and distant 50 feet Northwesterly, measured radially, from said main track center line, a distance of 700 feet, more or less, to a point on the Southeasterly extension of the Southwesterly line of said Poplar Street; thence Northwesterly along said Southwesterly line, extended, of Poplar Street, a distance of 150 feet, more or less, to a point distant 66 feet Southeasterly, measured along said Southwesterly line, extended, of Poplar Street, from the Northwesterly line of Front (Railroad) Street; thence Northeasterly parallel with the Northwesterly line of said Front Street a distance of 66 feet, more or less, to a point on the Northeasterly line of said Poplar Street; thence Northeasterly along a straight line a distance of 620 feet, more or less, to the point of beginning.

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 Kolodzijczyk

Gordon McKee

NORTHWEST CHEMCO, INC.,
as Mortgagee as aforesaid,

By _____
VICE PRESIDENT

ATTEST: _____
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 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, Secretary of State, ss.
Received this 5 day of April A. D. 19 82 at 2 o'clock P M. and recorded in Vol. 51 of RRM on Page 444-445
Vel Phillips
Secretary of State

CCNW - Form 2748-A-10
(6/72)

P-968

DEED OF RELEASE

1104865

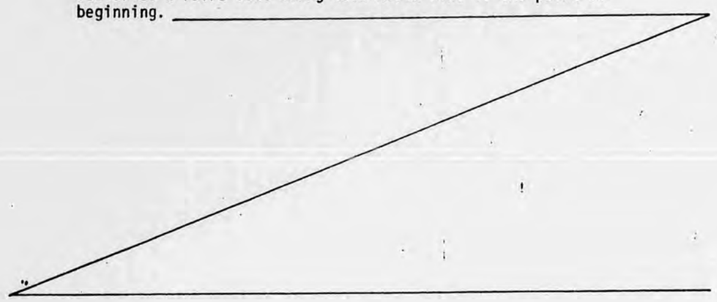
KNOW ALL MEN BY THESE PRESENTS, that THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Trustee"), as Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 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 E. C. STYBERG ENGINEERING CO., 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 City of Racine, and the State of Wisconsin,

and described as follows, to wit:

That part of the Southeast Quarter of the Northeast Quarter of Section 5, Township 3 North, Range 23 East, in the City of Racine, Racine County, Wisconsin, bounded as follows: Commence at a standard Racine County monument marking the South Quarter corner of said Section 5; run thence N88°57'36"E 1,806.45 feet along the South line of said Section 5; thence N12°22'06"W 30.60 feet to a found iron pipe at the North line of Goold Street and the point of beginning of this description; run thence N12°22'06"W 431.75 feet to a 1" diameter iron pipe stake; thence N02°09'05"E 93.48 feet to a 1" diameter iron pipe stake; thence N06°00'13"E 147.00 feet to a 1" diameter iron pipe stake; thence N05°27'48"W 84.85 feet to a 1" diameter iron pipe stake marking a point 33 feet Southwesterly, measured at right angles, from the center line of the Chicago and North Western Transportation Company West-bound main track, as said main track is now located; thence S12°13'55"E parallel to said main track center line, 761.62 feet to the North line of Goold Street; thence S88°57'36"W 79.71 feet along said North line to the point of beginning.



RA-19773.

CCNW - Form 2748-A-11
(6/72)

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 30th day of March, A.D., Nineteen Hundred and Eighty-two.

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:

R. E. SCHUTEN

J. T. Cahill

448

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 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 30th day of March A.D., Nineteen Hundred and Eighty-two.

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

1104865

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 20 day of April A. D. 1982 at 10 o'clock AM. and recorded in Vol. 51 of RRM on page 448
Secretary of State

Page 3 of 3 Pages

Register's Office
Racine County, Wis. } SS
Received for Record 8th day of April A.D. 1982 at 12:07 o'clock P. M. and recorded in Volume 1645 of Records on page 718-720
Helen M. Schutten
Register of Deeds

VOL 1645 PAGE 720

400

STATEMENT OF COMPLIANCE
FORM CPR 11

State of Wisconsin
PUBLIC RECORDS BOARD

AGENCY
Secretary of State

DIVISION

RECORD SERIES
Railroad Mortgages

DATE
1984

REEL NUMBER
51

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.

FILM DEVELOPER AND PROCESSOR

I certify pursuant to Section 16.61 (7) Wisconsin Statutes, that this records series has been photographed on the reels of film listed above.

Douglas LaFollette
HEAD OF AGENCY OR DESIGNATED REPRESENTATIVE

Form CPR 10

State of Wisconsin
PUBLIC RECORDS BOARD

CAMERA OPERATOR'S CERTIFICATE

REEL NUMBER
51

REDUCTION RATIO
20:1

DISPOSAL AUTHORIZATION NUMBER
414:53

CAMERA (TYPE)
Recordak

(MODEL)
MRC-4

(SERIAL NUMBER)
342

TITLE OF RECORD SERIES
Railroad Mortgages

AGENCY
Sec. of State

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
Vol. 50

ROLL ENDS WITH
Vol. 51

CAMERA OPERATOR
L. N.