

attn: R.A. MAYS
PO Box 880
Joliet, IL. 60434

665668

QUITCLAIM EASEMENT

THIS AGREEMENT, made this 29th day of March,
1982, by and between L. B. FOSTER COMPANY, a Delaware corporation
with offices at 415 Holiday Drive, Pittsburgh, Pennsylvania
15220 (hereinafter referred to as "Foster"),

FILED

APR 15 1982

A
N
D

Lucie O. Thoms
AUDITOR LAKE COUNTY

ELGIN JOLIET AND EASTERN RAILWAY COMPANY, an Illinois and Indiana
corporation with offices at P. O. Box 880, Joliet, Illinois
60434 (hereinafter referred to as the "EJ&E"),

STATE OF INDIANA, S. NO.
LAKE COUNTY
FILED FOR RECORD
APR 15 1 23 PM '82
WILLIAM BIELSKI JR
RECORDER

W I T N E S S E T H:

WHEREAS, pursuant to Order of the U.S. District Court
for the Northern District of Ohio, Eastern Division, dated March
12, 1981, Foster acquired by quitclaim deed all right, title and
interest of the Trustees of the Erie Lackawanna Railway Company,
Debtor ("Erie Lackawanna") to the railroad property (both real
and personal property) of the Erie Lackawanna between Van Wert,
Ohio and Hammond, Indiana; and

WHEREAS, the railroad property so acquired includes
certain real property in the City of Griffith, County of Lake,

2511

State of Indiana near the intersection of the railroad lines of the EJ&E and the former railroad line of the Erie Lackawana (this section of the railroad property acquired by Foster is hereinafter referred to as the "Griffith Section"); and

WHEREAS, the EJ&E desires to be granted an easement for the operation and maintenance of a single railroad track upon, over and across the Griffith Section all as more particularly described in and in the location shown in red on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Foster is willing to convey, remise, release and quitclaim the easement subject to the terms and conditions stated hereinafter;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, and intending to be legally bound hereby, Foster and the EJ&E agree as follows:

1. Grant of Easement. Foster does hereby convey, remise, release, and quitclaim unto the EJ&E a easement and right of way (the "Easement") over and across the Griffith Section as described in and in the location shown in red on Exhibit "A" attached hereto and made a part hereof for the sole purpose of operating one railroad track (the "Track") for all proper railroad purposes including the service of industries in the vicinity and interchanging with other railroads.

2. Subsurface Lands, Air Rights Excluded from Easement. The Easement hereby granted shall not extend to or include the lands lying beneath the surface land upon which the

Track is constructed nor to the air space over the surface land upon which the Track is constructed, the unencumbered use and occupancy of such subsurface lands and air space being hereby reserved unto Foster, its successors and assigns.

3. Renewal and Maintenance of the Track. The EJ&E agrees to furnish the timber, track, ballast, frogs, switches, and all other materials and labor necessary or appropriate to renew and maintain the Track in good order and repair.

4. Cost and Notice of Construction. All work in connection with the operation, renewal, and maintenance of the Track shall be performed at the sole cost and expense of EJ&E, in such manner as not to interfere with or impair the safe and continuous commercial operations of Foster which Foster agrees to conduct so as to minimize any interference with operation of the Track by EJ&E.

5. Permits; Assessments. EJ&E agrees to operate, renew and maintain the Track in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. EJ&E further agrees to assume and pay the cost of any and all assessments, taxes or charges which shall be levied, assessed or imposed against Foster, its successors or assigns, for or on account of the operation, renewal and maintenance of the Track.

6. Crossing of Track by Foster. Foster, its successors and assigns shall at all times be permitted to cross over and upon the Track; provided such crossings shall be made so

as to minimize interference with use of the Track by EJ&E and in a manner that will minimize damage to the Track.

7. Consideration. EJ&E shall pay for the Easement granted hereby the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) upon execution and delivery hereof. The Easement hereby granted shall become effective as of the date hereof.

8. Waiver, Release, and Indemnification. (a) It is understood between the parties hereto that the operations of Foster include but are not limited to removal of railroad track and equipment by heavy machinery at or near the Track and therefore involve some risk. EJ&E, as part of the consideration given for the Easement, hereby releases and waives any claims or demands for damages for, or on account of loss of, or damage to the Track, whether caused by fault, failure or negligence of Foster or otherwise. Foster shall use reasonable care and caution in conducting its operations so as to minimize any damage to the Track.

(b) EJ&E also agrees to indemnify, defend and save harmless Foster from and against any and all loss of or damage to the property of Foster, and from and against any and all claims or demands and actions in respect thereof and any costs and expenses incurred in connection therewith on account of loss of life or property or injury or damage to the person or property of any third person, firm or corporation (including the officers, agents, and employees of either party hereto) caused by, in connection with, or resulting from the existence, use, operation, maintenance, repair, or removal of the Track; provided, however,

that there shall be no indemnification where any loss, damage, claims, demands, actions, costs or expenses are caused by the sole negligence of Foster.

9. Successors; Assigns. The rights, privileges, duties and obligations of the parties hereto under this agreement shall apply to and be binding upon their successors and assigns.

IN WITNESS WHEREOF, the said parties hereto execute this easement agreement dated the day and year first written above.

ATTEST:

(Corporate Seal)

ATTEST:

(Corporate Seal)

L. B. FOSTER COMPANY

By

President

ELGIN JOLIET AND EASTERN RAILWAY COMPANY

By

Title: Vice President-Operations

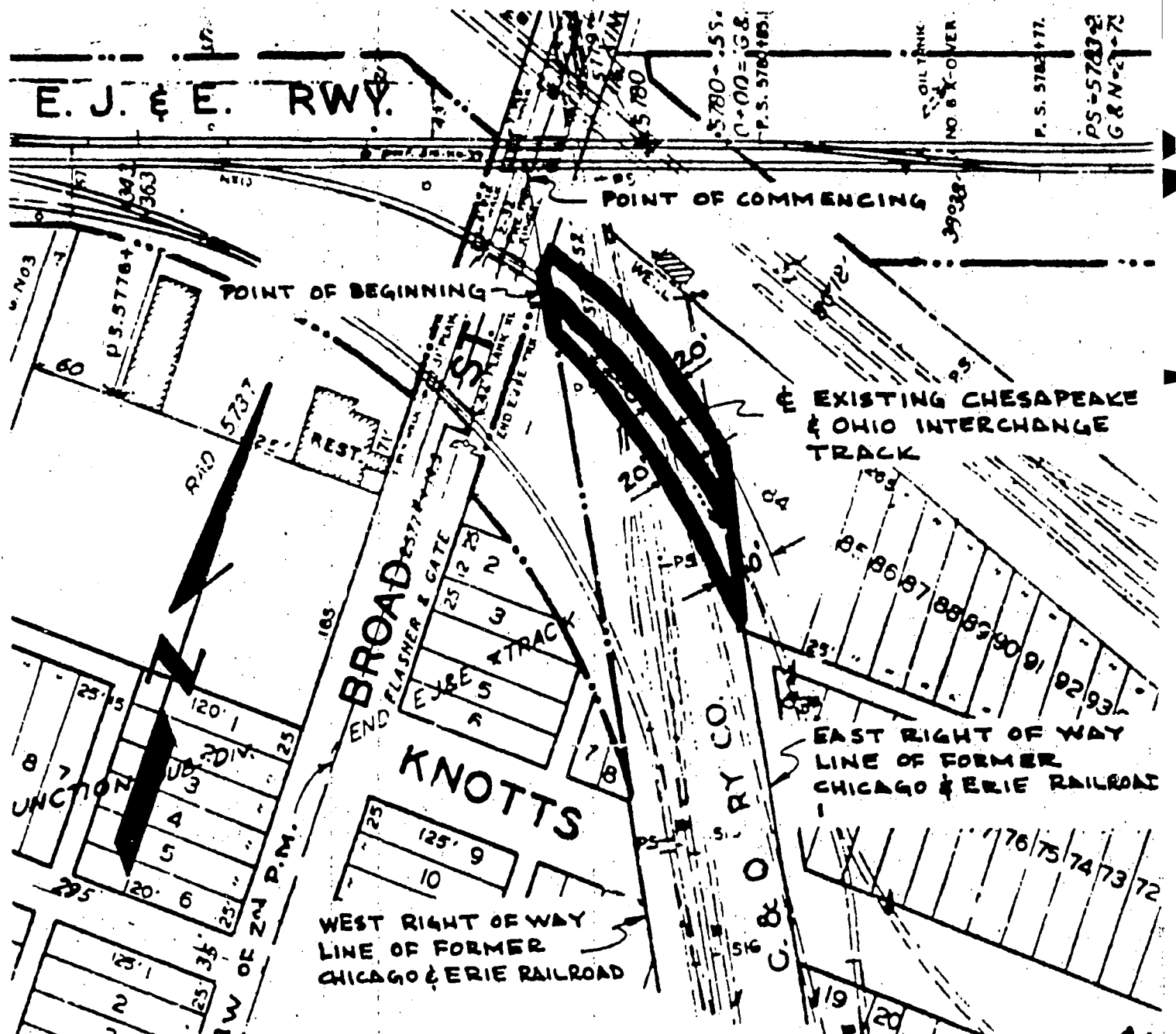


EXHIBIT "A"

**RAILROAD EASEMENT GRANTED BY LB. FOSTER CO.
TO ELGIN, JOLIET & EASTERN RAILWAY CO.
AT GRIFFITH, INDIANA**

LEGAL DESCRIPTION

Situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 35 North, Range 9 West, of the Second Principal Meridian in Griffith, Lake County, Indiana. Said easement to be 40' in width, 20' on either side of the following described line:

Commencing at the intersection of the North and South centerline of the NW $\frac{1}{4}$ of said Section 2 and the extension of the West right of way line of the former Chicago & Erie Railroad Company (Erie-Lackawanna Railway Company) across Broad Street in the town of Griffith; thence Southeasterly along said West right of way line of the Chicago & Erie Railroad Company to the intersection of said West line with the centerline of an existing Chesapeake & Ohio Railway (The Chessie System Railroads) track and point of beginning, said track being an interchange track between the Chesapeake & Ohio Railway and the Elgin, Joliet and Eastern Railway; thence, Easterly and Southerly along the centerline of said track as it now exists, said track being on a curve convex to the Northeast and across the right of way of the Chicago & Erie Railroad to its East right of way line, a distance of 200' more or less.

RED - OUTLINES EASEMENT
GREEN - SHOWS $\frac{1}{2}$ OF C&O RAILWAY TRACK

SCALE: 1" = 100' DECEMBER 4, 1981