

MAIL TAX STATEMENTS:
777 Big Timber Road
Elgin, Illinois 60123

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

91006924

FEB 25 1991

THIS INDENTURE made this 13th day of *December* 1990 of *James M. Orlove*
AUDITOR LAKE COUNTY

WITNESSETH, that the INDIANA HARBOR BELT RAILROAD COMPANY, a Corporation of the State of Indiana, with an office at of Six Penn Center Plaza, Philadelphia, Pennsylvania 10103, hereinafter referred to as the "Grantor", for and in the consideration of SEVEN THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND SIXTY-TWO CENTS (\$7,997.62), to it paid, the receipt of which is hereby acknowledged, quitclaims unto SAFETY KLEEN CORP., a Corporation of the State of Wisconsin, whose mailing address is 777 Big Timber Road, Elgin, Illinois 60123, hereinafter referred to as the "Grantee", all right, title and interest of the said Grantor, of, in and to the

following described Premises:

KEY 31-15-14

ALL THAT CERTAIN property of the Grantor, being a contiguous and adjacent portion of the line of railroad identified as Line Code 9710, situate in the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, County of Lake and State of Indiana, which is bounded and described in accordance with a Plat of Survey identified as Drawing No. 89312, dated September 22, 1989 and revised June 5, 1990 and prepared by Edward J. Hutson, Registered Land Surveyor No. 0208, of the State of Indiana; as follows:

BEGINNING at the point of intersection of a line that is 616 feet east of and parallel to the west line of the Northeast Quarter of said Section 20 and the south line of the 75 foot right of way of the South Chicago & Southern Railroad Company marked by an iron rod; thence South 89° 01' 30" East along said south right of way line 266.60 feet to an iron rod; thence northeasterly on a curve to the left, 637.44 feet to an iron rod, said curve having a radius of 1,008 feet and a chord that bears North 72° 51' 30" East, 626.87 feet to the west line of the Standard Oil Company Road; thence South 00° 58' 30" West along said west line 20.15 feet to an iron rod and the north right of way line of Indiana Harbor Belt Railroad Company; thence South 45° 09' 59" West along said north right of way line 65.62 feet to an iron pipe; thence on a curve to the right, 579.73 feet to an iron rod, said curve having a radius of 1,038.00 feet and a chord that bears South 74° 58' 30" West, 572.22 feet; thence North 89° 01' 30" West, 266.08 feet to an iron rod and to a line parallel to and 616 feet east of the west line of the Northeast Quarter of said Section 20; thence North 00° 01' 39" West, 30.00 feet to the point of BEGINNING.

CONTAINING 0.612 of an acre, more or less.

UNDER and SUBJECT, however, to any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, fiber optic lines, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the land hereby conveyed;

INDIANA TITLE INSURANCE COMPANY
INDIANA DIVISION
STATE OF INDIANA
LAKE COUNTY
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together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the personal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Illinois now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the Premises, from and after the date of delivery of this deed.

(3) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the Premises are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

(4) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(5) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, INDIANA HARBOR BELT RAILROAD

COMPANY, Grantor, pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal duly attested, to be hereunto affixed as of the day and year first above written.

WITNESS:

INDIANA HARBOR BELT RAILROAD COMPANY

BY:

Juliana R. Sparks

Richard C. Sullivan
Richard C. Sullivan, President

WITNESS:

ATTEST:

Nancy B. Basilio

James D. McGeehan, Secretary

COMMONWEALTH OF PENNSYLVANIA)

: ss

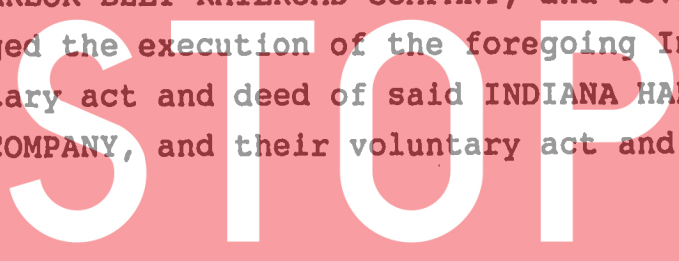
COUNTY OF PHILADELPHIA)



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BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared Richard C. Sullivan, as President and its Secretary, respectively, of INDIANA HARBOR BELT RAILROAD COMPANY, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said INDIANA HARBOR BELT RAILROAD COMPANY, and their voluntary act and deed as such officers.



WITNESS my hand and notarial seal, this 13th day of December A. D. 1999.



Francis C. Flynn
Notary Public

THIS INSTRUMENT PREPARED BY:

Juliana R. Sparks
Consolidated Rail Corporation
Fifteenth Floor, Six Penn Center
Philadelphia, Pennsylvania 19103
Case No. 69662

NOTARIAL SEAL
FRANCIS C. FLYNN, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES JULY 2, 1991.
Member, Pennsylvania Association of Notaries

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NO GROSS INCOME TAX DUE BY REASON OF THIS TRANSFER