

DEPARTMENT OF THE ARMY
EASEMENT FOR RAILROAD RIGHT OF WAY
LOCATED ON
JOLIET OUTDOOR TRAINING AREA
JOLIET, WILL COUNTY, ILLINOIS

THE SECRETARY OF THE ARMY, hereinafter referred to as grantor, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to the JOLIET ARSENAL DEVELOPMENT AUTHORITY, as designee of the STATE OF ILLINOIS, hereinafter referred to as the grantee, an easement for a railroad right-of-way approximately 200 feet wide, for lead tracks exiting the Burlington Northern Sante Fe Railroad (or successor) main line, said easement commencing at said main line approximately 1,200 feet south of Arsenal Road and running southeasterly approximately 1,300 feet to the current property line of the United States Forest Service (United States Department of Agriculture) and crossing a portion of the Joliet Training Area, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified and fully described in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises.

The easement hereby granted shall include the following additional rights, benefits and privileges:

1. Railroad operations over, across, in and upon the premises; and
2. Vehicular ingress and egress by and for the railroad personnel and contractors over, across, in and upon the premises; and
3. The construction, reconstruction, repair, maintenance, replacement, use and operation of any now existing or hereafter emplaced rails, ties, switches and switch gear, ballast, railbeds, signals and control devices, signal towers, markings and signs, bridges and trestles, retaining walls, light fixtures and poles and electrical service thereto, culverts, swales, drainage facilities, storm sewers and catch basins, detention and retention basins, and any other improvements, fixtures and systems incidental to the use of the premises as a railroad right-of-way (all of the foregoing being a part of the "facilities" herein).

MARY ANN STUKEL

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Will County Recorder
Will County

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LAK Date 08/11/2000 Time 11:24:59

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THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted in perpetuity, contingent on the JOLIET ARSENAL DEVELOPMENT AUTHORITY, or its successor or assignee hereunder, entering into an Exchange Agreement and Memorandum of Intent, at a later date, with the United States, to effect a real property exchange which would consist of the United States transferring title to the Rail Right of Way, and certain additional realty adjacent to the Rail Right of Way, herein referred to as the premises, in exchange for necessary water and sewer capacity to service the improvements and uses as now exist at the so-called "Cantonment Area" at the Joliet Outdoor Training Area, Illinois.

2. CONSIDERATION

The consideration for this easement shall be \$10.00 in hand paid by grantee to grantor, the receipt and sufficiency of which are hereby acknowledged by grantor.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Joliet Arsenal Development Authority, Attn: Richard A. Kwasneski, Executive Director, 500 South Water Street, Wilmington, Illinois 60481, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 59, Louisville, Kentucky 40201-0059; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, hereinafter referred to as said officer, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Within a reasonable period after the completion of any of the above activities, the Grantee shall restore the premises to the reasonable satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time; provided that, except in cases of national emergency or other military requirements, such rules and regulations prescribed by such officer shall not prohibit or unreasonably impede the use of the premises as a public right-of-way and thoroughfare.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and, within a reasonable time, repair any defects found by such inspection or when reasonably required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property of the United States located on the premises against fire or damage from any and all other causes within the reasonable control of grantee. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition reasonably satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition reasonably satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government work, to make inspections, to remove timber or other material, except property of the grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the rail right-of-way easement herein authorized and the other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee, the railroad companies and the railroad operators of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE INSTALLATION COMMANDER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in

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connection with the construction, maintenance, or repair of the facilities herein authorized.

13. TERMINATION

All or any part of this easement may be revoked by the Secretary for failure of the grantee to comply with the terms of this easement grant, or for non-use for a period of two (2) years, or for abandonment; provided that, prior to effecting any such revocation:

A. The Secretary shall first give the grantee written notice of the basis for such intended revocation as set forth above, and the particular terms of this easement concerning which the grantee is not in compliance; and,

B. The grantee shall have the right during the "Cure Period" (hereinafter defined) to cure any violations of or deficiencies under this easement, or cure any failure to comply with the terms of this easement, or to cease the non-use or abandonment of this easement, and otherwise to come into compliance with this easement grant.

The "Cure Period" shall be such period of time as is reasonably necessary to commence and complete all curative actions under paragraph B. of this Section 13, provided further that the "Cure Period" shall not be less than 30 days after receipt by grantee of the written notice from the Secretary pursuant to paragraph A. of this Section 13. If such curative actions are commenced and completed within the Cure Period, then the Secretary shall not revoke all or any part of this easement.

14. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner reasonably satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as reasonably directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. The grantee shall comply with such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed, which clearance shall not be unreasonably withheld, delayed, conditioned or denied. Said officer may permit the removal or disturbance of any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity, to the extent permitted by law.

17. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

18. RESTORATION

Upon the revocation of this easement pursuant to Section 13 hereof, the grantee shall, without expense to the United States, and within such time as said officer may reasonably indicate, restore the premises to the reasonable satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation, therefore said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

19. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

20. TRANSFERS AND ASSIGNMENTS

The initial grantee hereunder may transfer, convey or assign all or any part of the easements, rights, privileges and benefits granted hereunder to: (i) the State of Illinois, any department, agency or political subdivision thereof, or any unit of local government (each of the foregoing being a "Governmental Party"), or (ii) with the prior written consent of the Secretary (which consent shall not be unreasonable withheld or denied), to a party which is not a Governmental Party. If a transferee, recipient or assignee assumes the obligations incumbent upon grantee hereunder which

EASEMENT NO. DACA27-2-00-072

pertain to the specific easements, rights, privileges or benefits so assigned, then the party so transferring, conveying or assigning shall be relieved of any further obligations as pertain to the matters so assigned or transferred, and the transferee or assignee shall be deemed the grantee hereunder for such purposes. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

*PIN # 10 23 100002
Vacant land, Elwood Hill
Drummond & Hill*

IN WITNESS WHEREOF, the GRANTOR has caused this Easement to be executed in its name by the Deputy Assistant Secretary of the Army (I&H), and the Seal of the Department of the Army to be hereunto affixed, this 2d day of August, 2000.

UNITED STATES OF AMERICA

Paul W. Johnson

Paul W. Johnson
Deputy Assistant Secretary of the Army (I&H)

Signed sealed and delivered
In the presence of

Witness [Signature]

Witness [Signature]

COMMONWEALTH OF VIRGINIA))SS
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30 day of Nov, 2000, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 4th day of August, 2000, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Patricia Wilson

Notary Public

My commission expires 30 Nov 2000

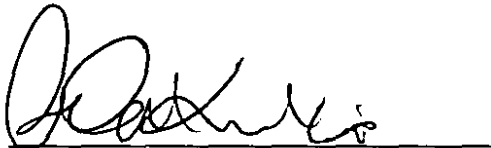


APPROVAL AND ACCEPTANCE

On this 2d day of August, 2000, Joliet Arsenal Development Authority, Designee of the State of Illinois, and acting as the Agent of the State of Illinois for the purpose of execution of this easement, to this real estate, does hereby accept and approve this easement and does hereby agree to all of the terms and conditions set forth therein.

IN TESTIMONY WHEREOF, witness the signature of the Grantee, acting by and through Richard A. Kwasneski, Executive Director, this 2nd day of Aug, 2000.

JOLIET ARSENAL DEVELOPMENT AUTHORITY



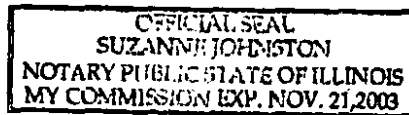
Richard A. Kwasneski
Executive Director

STATE OF ILLINOIS)
)SS
COUNTY OF Will)

The foregoing easement was acknowledged before me this 2nd day of August, 2000, by Richard A. Kwasneski, as Executive Director of Joliet Arsenal Development Authority.


Notary Public, State of Illinois

My commission expires _____



Prepared by:

Mr. Charles E. Woods
Attorney Advisor
Real Estate Division
Louisville District
U.S. Army Corps of Engineers
600 Martin Luther King Jr. Place
Louisville, Kentucky 40201-0059

After Recording Mail To:

Kevin P. Breslin
Katz Randall Weinberg & Richmond
333 W. Wacker Drive, Suite 1800
Chicago, Illinois 60606

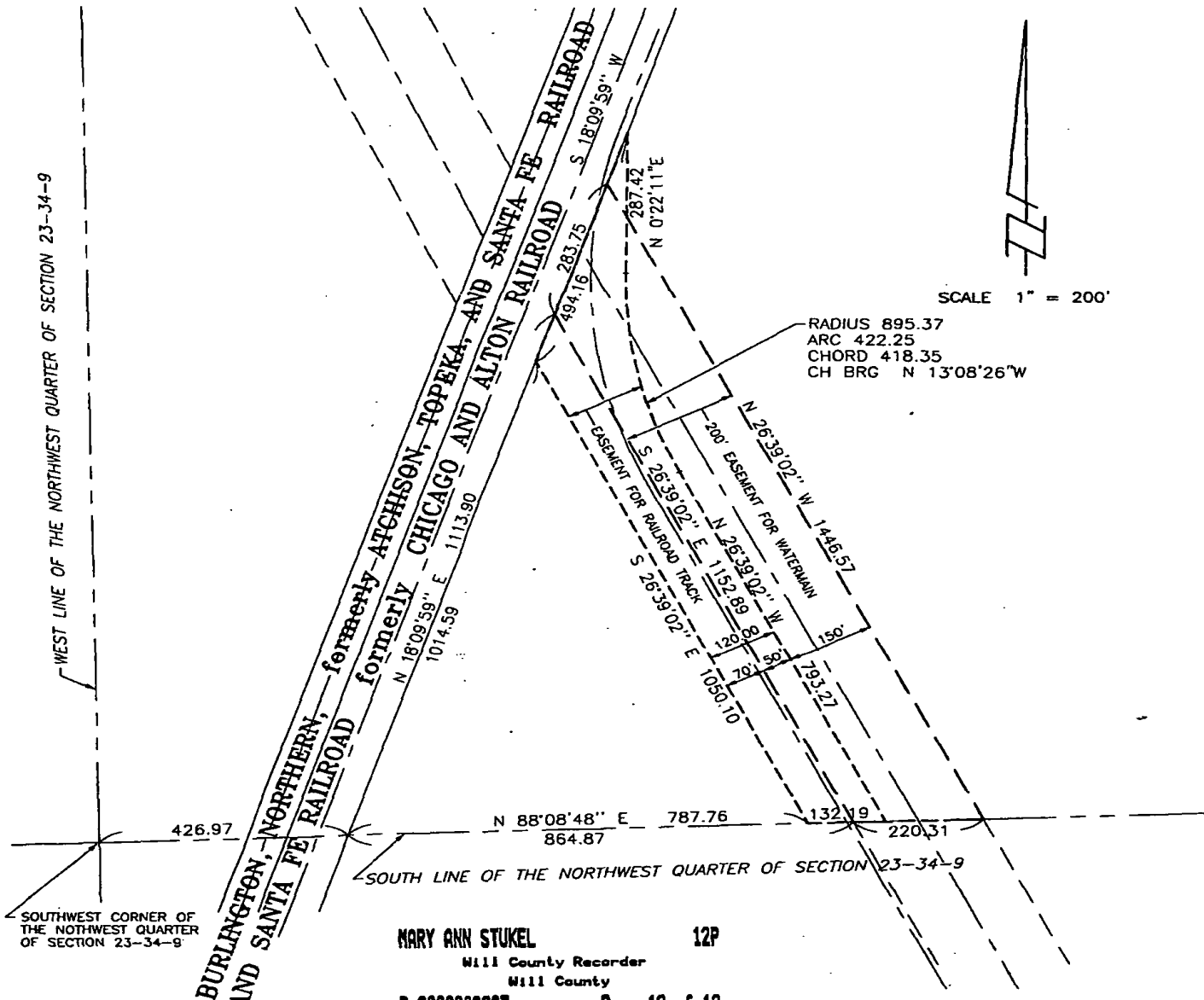
PLAT OF EASEMENT

WATERLINE EASEMENT DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON, NORTHERN AND SANTA FE RAILROAD (formerly the Chicago and Alton Railroad) AND THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE 864.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE 220.31 FEET; THENCE NORTH 26 DEGREES 39 MINUTES 02 SECONDS WEST 1446.57 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON, NORTHERN AND SANTA FE RAILROAD; THENCE SOUTH 18 DEGREES 09 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 283.75 FEET; THENCE SOUTH 26 DEGREES 39 MINUTES 02 SECONDS EAST 1152.89 FEET TO THE POINT OF BEGINNING; IN WILL COUNTY, ILLINOIS

RAILROAD EASEMENT DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON, NORTHERN AND SANTA FE RAILROAD (formerly the Chicago and Alton Railroad) AND THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE 787.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE 132.19 FEET; THENCE NORTH 26 DEGREES 39 MINUTES 02 SECONDS WEST 793.27 FEET TO THE START OF A CURVE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 895.37 FEET; THENCE NORTHERLY 422.25 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 13 DEGREES 08 MINUTES 26 SECONDS WEST 418.35 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 11 SECONDS EAST 287.42 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON, NORTHERN AND SANTA FE RAILROAD; THENCE SOUTH 18 DEGREES 09 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 494.16 FEET; THENCE SOUTH 26 DEGREES 39 MINUTES 02 SECONDS EAST 1050.10 FEET TO THE POINT OF BEGINNING; IN WILL COUNTY, ILLINOIS.



SCALE 1" = 200'

RADIUS 895.37
ARC 422.25
CHORD 418.35
CH BRG N 13°08'26"W

SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23-34-9

MARY ANN STUKEL 12P
Will County Recorder
Will County
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LAK Date 08/11/2000 Time 11:24:59
Recording Fees: 43.00

EXHIBIT A

STATE OF ILLINOIS }
COUNTY OF WILL }

I, JERALD M. PAGESH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF EASEMENT OVER THE ABOVE CAPTIONED LANDS AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF, DATED AT JOLIET, ILLINOIS THIS _____ DAY OF _____, 1998, A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2292

GEOTECH INC.			
CONSULTING ENGINEERS - LAND SURVEYORS			
1207 CEDARWOOD DRIVE		815-730-1010 JOLIET, IL 60435	
PROJECT: TRANSPORT DEVELOPMENT	FIELD BOOK NO. 1 JADA		
DRAWN BY: R.D.	DATE: 08/25/98	SCALE: 1"=200'	JOB NO. 12903
COMPARE THIS PLAT WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES			