

RAILROAD COPY

(Revision of 30844)
This Indenture WIS. DIV.

Made this 27th day of DECEMBER, A. D. 1977, by and between the

CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY
hereinafter referred to as "Railroad Company," and

OUR OWN HOME CENTER

of P. O. address 535 E. John Street, Markesan, Wisconsin 53946
hereinafter referred to in the singular neuter gender as "Lessee."

W I T N E S S E T H :

FIRST: The Railroad Company does hereby lease, demise and let unto the Lessee, the following piece(s) or parcel(s) of land lying within and being a portion of its property at the Station of

MARKESAN, County GREEN LAKE, State of WISCONSIN
and described as follows, to wit:

START at the point where the north line of Section 8, Township 14 North, Range 13 East, in the Town of Markesan, in the County and State aforesaid, intersects the center line of the Railroad Company's main track; thence southeasterly along the center line of said main track 80 feet; thence northeasterly at right angles to a point distant 8.5 feet northeasterly of, as measured at right angles to, the center line of the Railroad Company's northeasterly side track; thence southeasterly parallel to the center line of said side track 511 feet; thence northeasterly at right angles to a point on the northeasterly boundary line of the Railroad Company's right-of-way property; thence northwesterly along said northeasterly boundary line 511 feet, more or less, to a point on a line drawn perpendicular to the center line of the Railroad Company's main track through the point of beginning; thence southwesterly along said perpendicular line to the point of beginning.

CONTAINING 14,000 square feet, more or less, the location thereof being more particularly indicated in red on the plat attached hereto and made a part hereof.

Term TO HOLD for the term of FIVE (5) year(s) from the first day of
Effective JANUARY, A. D. 1978
Date by giving to the other sixty (60) days written notice of its desire so to do and to the following express conditions, viz:

1. That the Lessee shall pay as rent for said demised premises the sum of TWO HUNDRED AND NO/100 (\$200.00) Dollars per annum, payable annually in advance.

Taxes 2a. That the Lessee shall pay all taxes and assessments (Except special assessments for permanent improvements) legally levied or assessed against said premises during the term hereof or any extension thereof; and in case of special assessments for permanent improvements, the annual rental will be increased by ten percent (10%) of such assessment; except that the amount of taxes payable for the year in which the lease is terminated shall not exceed the portion thereof accrued from the first day of the year to the effective date of termination.

2b. That the Lessee shall pay all taxes and assessments legally levied or assessed against its improvements located upon the demised premises during the term hereof or any extension thereof, and in the event said lease is terminated, Lessee shall pay the full amount assessed against said improvements for the year in which termination occurs.

Purpose 3. That the Lessee shall use said premises as a site for CEMENT SHED, SHEDS FOR LUMBER AND BRICK, COAL ELEVATOR, SHED AND BIN, LIME SHED, GROUND FOR TILE AND SEWER PIPE STORAGE and for no other purpose whatsoever, unless the Railroad Company shall consent in writing to a change of use, and that it will not, without like consent, assign this lease or under-lease said premises or any part thereof.

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4. That the Lessee shall continuously carry on its business upon said premises in an efficient manner, unless discontinued by written consent of the Railroad Company; that said premises shall be used and the business thereon conducted, insofar as it may affect the interests and operations of the Railroad Company, to the approval of its General Manager; and that it will not in any way obstruct or interfere with the tracks of the Railroad Company.

5. That the property herein demised is leased in its condition at the date hereof; that any and all facilities, including overhead and underground fixtures, located thereon shall be maintained and operated as heretofore.

6. That the Lessee shall erect upon said premises the facilities appropriate for the uses herein mentioned, and have the same completed and ready for use within three months from the date of this lease; and that all doors on the track side of any building or buildings shall be so constructed as to open inward or be of a sliding type.

7. The Lessee agrees to keep said premises and all improvements thereon in a neat and orderly condition, and to cover all improvements with one or more coats of approved paint, whenever required so to do by the Railroad Company, and that no signs nor advertisements of any description shall be permitted to be painted or posted upon said improvements, or about said premises, other than those of the business of the Lessee, and as shall be approved by the Railroad Company.

8. It is understood that the movement of railroad locomotives includes some risk of fire, and the Lessee assumes all liability for and agrees to indemnify the Railroad Company against loss or damage to property of the Lessee or to property upon the Lessee's premises, arising from fire caused by locomotives operated by the Railroad Company in the vicinity of said demised premises, except to the premises of the Railroad Company, and to rolling stock belonging to the Railroad Company or to others, and to shipments in the course of transportation.

9. That the Lessee hereby releases the Railroad Company from and agrees to indemnify it against all loss, damage or injury, caused by or resulting from any act or omission of the Lessee, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about said premises, and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

10. That in any case where the covenants, agreements and releases contained in the two preceding paragraphs shall be held not to be valid in law, the Railroad Company shall have the full benefit of any insurance affected by the Lessee upon the persons or property injured or destroyed.

11. That the Lessee shall comply with all applicable Federal and State laws and regulations and municipal ordinances in respect of the conduct of its business upon said premises; and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority controlling environmental standards and conditions on the demised premises. If, as a result of Lessee's operations hereunder, any such ordinance, rule, regulation, requirement or law is violated, Lessee shall protect, save harmless, defend and indemnify Railroad Company from and against any penalties, fines, costs and expense, including legal fees and court costs imposed upon or incurred by the Railroad Company, caused by, resulting from or connected with such violation or violations.

12. That any violation of or failure to comply with any condition herein, within thirty (30) days written notice of violation, shall terminate this lease without any further notice or act upon the part of the Railroad Company, and thereupon it may re-enter and take possession of said premises, as by law provided.

13. Nothing herein contained shall affect the right of either party to terminate this lease on written notice as herein provided, and in the event of such termination any unearned rental shall be refunded.

The parties hereto, by the execution of this lease, hereby terminate any prior lease of the premises herein demised.

4R LINE CATEGORY ACKNOWLEDGEMENT

Lessee hereby specifically acknowledges its understanding that the Railroad's line of railroad, in the immediate vicinity of the real property involved in this agreement, is designated pursuant to regulations under the Railroad Revitalization and Regulatory Reform Act of 1976 as a CATEGORY 2 Line, i.e., a line which potentially is subject to abandonment or discontinuance.

The parties hereto acknowledge that the rider containing the 4R Line Category Acknowledgment was attached to and made a part of the agreement prior to the execution thereof by either party.

SECOND: The Lessee hereby accepts the foregoing lease, and covenants and agrees faithfully to observe and perform all the terms, conditions and requirements therein contained, and it further agrees that it will surrender said demised premises at any termination of this lease, and will, on or before the effective date of such termination, completely remove from said premises all property owned or placed thereon by it, and will restore the premises to a state of usefulness for general purposes; that failure so to remove all such property shall be conclusively deemed abandonment thereof to the Railroad Company, thereby waiving all its right, title and interest in and to such abandoned property; and that in such case the Railroad Company shall, from and after the effective date of any termination, be at full liberty to re-enter and take possession of all the demised premises and, at the sole expense of Lessee, to remove therefrom all such property there remaining and to restore said premises to a state of usefulness for general purposes, and the Lessee hereby binds itself to pay unto the Railroad Company promptly upon receipt of bill therefor, the entire cost and expense of such removal and restoration; or, at Railroad Company's own sole option, to appropriate and dispose of any such property without any liability or accountability therefor; but nothing herein contained shall preclude the Railroad Company from any other legal remedy.

No receipt of money by the Railroad Company from Lessee prior to or after the expiration date or termination of this lease or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall reinstate, continue or extend the term of this lease or affect any such notice demand or suit.

That the right or interest created by this instrument shall be subject and subordinate to the continuing lien of the First Mortgage dated as of January 1, 1944, executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Continental Illinois National Bank and Trust Company of Chicago, Trustee, and all mortgages supplementary thereto, and to the lien of the General Mortgage dated as of January 1, 1944, executed and delivered by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Harris Trust and Savings Bank, Trustee, and all mortgages supplementary thereto.

All the terms, conditions and covenants of this lease shall, during its continuance, be binding upon the Railroad Company, its successors and assigns, and upon the Lessee, its successors and assigns, and upon the Lessee, its successors and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

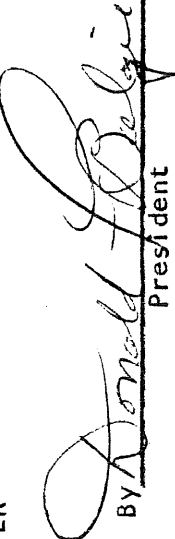
CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY


Witness for the Railroad Company

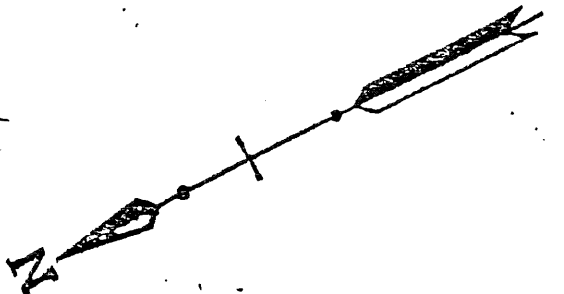
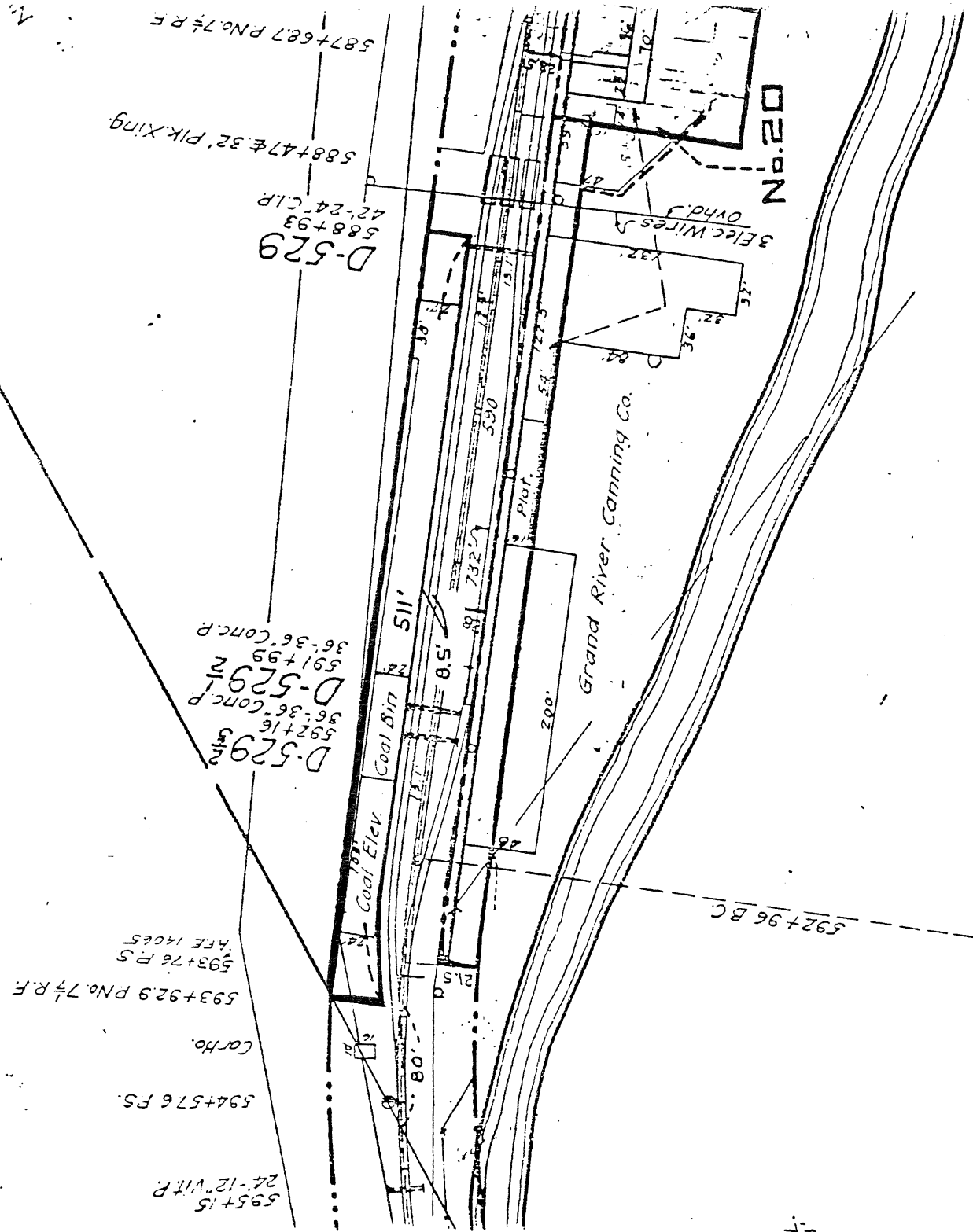
By 
Vice President

OUR OWN HOME CENTER


Secretary

BY 
President

SEC. 5--T. 14 N.--R. 1 W.
 SEC. 8--T. 14 N.--R. 1 W.



C. M. ST. P & P. R. R. CO.
 REAL ESTATE, ECONOMIC AND RESOURCE DEVELOPMENT DEPT.
PLAT SHOWING PROPERTY TO BE LEASED TO
 OUR OWN HOME CENTER
 For: cement shed, sheds for lumber & brick, coal elevator shed & bin, lime shed, etc.
 Wis. Div. Wis. 7A Map S-3
 MARKESAN GREEN LAKE WISCONSIN
 TOWN COUNTY STATE

SCALE 100 FEET PER INCH
 Section 8 Township 14 North Range 13 East
 DATE December 27, 1977
 CHICAGO, ILLINOIS