DIRECTORY NO. 11

(Cancels Directory No. 10)

Of

INDUSTRIES

and

TEAM TRACKS

Served by The

Chicago North Shore and Milwaukee Railway

ISSUED MAY 15, 1956

H. J. Phillips Traffic Manager 105 West Madison Street Chicago 2, Illinois Paul E. Nordgren Industrial Agent 105 West Madison Street Chicago 2, Illinois

ALPHABETICAL LIST OF STATIONS LOCATED ON THE C.N.S.&M. RY.

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Beach,	Illinois	**	8
Berryville.	Wisconsin	*	8
Birch Road	Wisconsin	*	8
Briergate (Highland Park),	Illinois	*	8-9
Deerpath (Lake Forest).	Illinois	*	9
ort Sheridan.	Illinois	*	9
our Mile Road	Wisconsin	*	9
lenview (Glenavre)	Illinois	*	9
reat Lakes.	Illinois	*	10
reen House Siding	Illinois		10
lighland Park,	Illinois	*	10
lighwood,	Illinois	*	10
enosha,	Wisconsin	*	10-11
linkert Road,	Wisconsin	*	11
(nollwood,	Illinois	*	11
ake Bluff,	Illinois	*	11
ake Forest,	Illinois	*	12
ibertyville,	Illinois	*	12
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ilwaukee, (Harrison St.)	Wisconsin	*	12-13
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orth Chicago,	Illinois	*	13-14
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ipers	Wisconsin	*	
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Six Mile Road	Wisconsin	44	
Skokie,	Wisconsin	*	15-16
bouth Kenosha,	Illinois	*	16
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ALPHABETICAL LIST OF INDUSTRIES			3-4-5-6-

NOTE: Direction shown in parenthesis after team tracks on the following pages indicates the location of track with reference to main line of the railroad.

ALPHABETICAL LIGT OF INDUSTRIES LOCATED O	
NAME OF COMPANY	LOCATION
Acme Coal & Building Material Company	Waukegan, Ill.
All American Petroleum	Skokie, Ill.
Alliance Engineering and Construction Co.	Weber Ill,
Ampress Brick Co.	Weber Ill,
American Motors Corp.	Kenosha Wis.
Andrews Lumber Co.	Birch Road Wis,
Atlas Coal Company	Town of Lake Wis.
Avondale Mfg. Company	(Milwaukee ") Northfield, Ill,
Barnes, A. R. Co.	Weber, Ill.
Beck Face Brick & Stone Co. (Re law Sunray)	Weber, Ill,
Benton Lumber Company	Zion, Ill,
Blow & Kloepfer	Northfield, Ill,
Borchardt, Paul	Highland Pk. Ill.
Braun Bros. Oil Company	Waukegan, Ill.
Briergate Oil Company	Highland Pk. Ill.
Brookshore Co.	Northbrook, Ill.
Builders Service,	Northfield, Ill,
Burgess-Manning Company	Libertyville, Ill.
Cable, John & Sons	Kenosha, Wis.
Central Fuel Company	North Chgo,, Ill.
Cenpro Corp.	Northfield, Ill.
Chicago Hardware Foundry	North Chgo., Ill,
Chicago Transit Authority Shops	Weber, Ill,
Cities Service Oil Company	Mundelein, Ill.
Cities Service Oil Company	Waukegan, Ill.
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ALPHABETICAL LIST OF INDUSTRIES LOCATED ON THE C.N.S.&M RY. (CONT'D)

NAME OF COMPANY	LOCATION
City Lumber & Supply Company City Lumber & Supply Company	Freight House Kenosha, Wis. Kenosha, Wis.
Coates and Clark Sales Co.	Skokie, Ill.
Collins Lumber & Coal Company Colonial Carbon Co. Commonwealth Edison Co.	Mundelein, Ill. Weber, Ill.
(Northern Service Headquarters)	Northbrook, Ill.
Commonwealth Edison Co.	Skokie, Ill,
Commonwealth Edison Co.	Waukegan, Ill.
Crane Company	Waukegan, Ill,
Dealers Ready Mix	Briergate, Ill.
Drummond Produce Company	Klinkert Road, Wis,
Durkin, W. B. & Co.	Waukegan, Ill.
-Economy Block Co.	Waukegan, Ill.
Economy Coal and Bldg. Mat. Co.	Waukegan, Ill.
Economy Ready Mix Co. Essex Supply Co., Inc. Fiegen, John	Waukegan, Ill. Skokie, ///. Glenview, Ill.
Gordon Lumber & Supply Company	Kenosha, Wis,
Grand Avenue Lumber & Supply Company	Waukegan, Ill.
Gratz, Wayne	Libertyville, Ill,
Haake Coal Company	Waukegan, Ill,
Highland Park Fuel Co.	Briergate, Ill,
Hill-Behan Lumber Company	Highland Pk., Ill,
Hirsh, S. A. Mfg. Company	Weber, Ill,
Hough, The Frank G. Company	Libertyville, Ill.
Jensen Block & Supply Co.	Racine, Wis.
Kier Manufacturing Co.	North Chgo., Ill.

ALPHABETICAL I	LIST OF	INDUSTRIES	LOCATED	ON THE	C.N.	S. &M.	RY. (CON	MT.D)

ADFRADE TIVAL LIST OF TADOSTRIES LOCATED	ON THE C.N.S. &M. RI.	(CONT.D
NAME OF COMPANY	LOCATION	
Killian Building	North Chicago	I11,
Kutten Bros.	Glenview,	I11,
Lake County Plumbing & Supply Company	Waukegan	Ill.
Lind Lumber Co.	Briergate	I11,
Lockwood, C. H.	Birch Road	Wis,
Luedtke Bros. Coal Company	Racine	Wis,
Lumber Staters Supply Company	Libertyville	Ill,
McFarland, F. E.	Green House Siding	Ill,
McNeil Fuel Company	Birch Road	Wis.
Master Oil Prod. Corp.	Skokie,	I11,
Menoni & Mocogni	Briergate	I11,
Mid-Way Supply Co.	Racine	Wis,
Mivshek Coal Company	Waukegan	Ill,
Mutual Coal Company	Highland Park	I11.
Mystick Adhesive Prod. Co.	Northfield	I11,
Natural Saw Mills	South Upton	Ill.
Northern Illinois Gas Co.	Weber	I11,
Northbrook Lumber Company	Northbrook	I11,
Northfield Block Company	Northfield	I11,
North Shore Foundry Company	Waukegan	I11,
North Shore Lumber Company	6 Mile Road	Wis.
North Shore Lumber & Supply Company	North Chicago	I11.
Old Orchard Lumber Co. Pabst Blue Ribbon Distributers	Kenosha	Wis,
Phillips Petroleum Company	Waukegan	I11,
Phillips Petroleum Company	Weber	Ill.
15	1	

ALPHABETICAL LIST OF INDUSTRIES LOCATED ON THE C.N.S.&M.RY. (CONT'D)

NAME OF COMPANY	LOCATION	
Pipers Warehouse	Pipers Wis,	
Powers Regulator Company	Weber Ill,	
Pugh, W. H. Company	Racine Wis.	
Pure Oil Company	Northfield Ill.	
Pure Oil Company Racine Concrete Products Co Randolph Laboratories	Waukegan Ill. 6 Mite Road Northbrook Ill.	
Rapid Delivery Company	Milwaukee Wis,	
Rhopac Inc.	Weber Ill,	
Richards, A. G,& Sons	South Upton Ill.	
Rite-Way Builders Supply Co.	Kenosha Wis,	emen
Rogers, G. S. Co.	Berryville Wis,	
Rynksel Oil and Coal Company	Waukegan Ill,	
Sackman Lumber Company	Waukegan Ill,	
Santucci Construction Company	Skokie, Ill,	
Shore Line Coal & Lumber Company	Waukegan Ill.	
Siljestrom, F.	Highland Park Ill.	
Skokie Petroleum Company	North Chicago Ill.	
. Skokie Valley Hicksgas Company	Weber Ill.	
Skokie Valley Oil Company	Skokie Ill.	
Snap-On Tools, Inc.	Kenosha Wis,	
Southern States Coal Company	Kenosha Wis,	
Sternreich Scrap Yard Suwray Distributors, Inc. (See also Beck) Terlap Roofing, Siding & Insulation Co.	Kenosha Wis, Weber Waukegan Ill,	
Thompson Gasoline Alleys	Kenosha Wis.	
Town of Lake (Highway Department) (City of Milwaukee)	Town of Lake Wis.	

ALPHABETICAL LIST OF INDUSTRIES LOCATED ON THE C.N.S.&M.RY.(CONT'D)

NAME OF COMPANY	LOCATION	
Town of Lake (Water Department) (City of Milwaukee)	Town of Lake	Wis.
U. S. Army Post	Fort Sheridan	I11,
U. S. Naval Training Center	Great Lakes	I11.
Wagner Bros.	Northfield	I11,
Walbridge Mfg. Co.	Mundelein	I11,
Wal-Fill, The Company	Weber	I11.
Washington Road Lumber & Fuel Company	Kenosha Freight House (Ken	Wis.
Waukegan Produce Company Waukegan Concrete Enterprises, Inc. Waukegan Steel Sales & Welding Works	Waukegan Waukegan Waukegan	I11. I11,
Weissenberg Fuel & Material Company	Northfield	I11.
Winnetka Coal & Lumber Company	Northfield	I11,
Wisconsin Electric Power Co.	Racine	Wis.
Wisconsin Fuel Company	Birch Road	Wis,
Wisconsin Fuel Company	Kenosha	Wis,
Woodall Industries	Weber	Ill,
Wyeth Laboratories Inc.	Weber	I11,
Zion Ready Mix	Winthrop Harbor	I11.

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ALPHABETICAL LIST OF STATIONS AND INDUSTRIES LOCATED THEREAT BEACH, ILLINOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Beach Team Track (East)	Beach Road	6

BERRYVILLE, WIS.

NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Berryville Team Track (West)	Berryville Rd.	5
NAME OF INDUSTRY	ADDRESS	COMMODITY
Rogers, G. S. Co.	Berryville Rd.	Heat Treating Matls. & Chemicals

BIRCH ROAD, WISCONSIN

NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Birch Road Team Track (East)	Birch Rd.	11
NAME OF INDUSTRY	ADDRESS	COMMODITY
Andrews Lumber Co. Inc. Lockwood, C. H., Inc. McNeil Fuel Co. Wisconsin Fuel Co.	Birch Road Birch Road Birch Road Birch Road	Lumber & Bldg. Matl. Gasoline & Fuel Oil Fuel Oil Fuel Oil

BRIERGATE (HIGHLAND PARK), ILLINOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
West Park Ave. Team Track	West Park Ave.	15

BRIERGATE (HIGHLAND PARK), ILLINOIS (CONT'D)

The state of the s		
NAME OF INDUSTRY	ADDRESS	COMMODITY
Briergate Oil Corp. Dealers Ready-Mix Corp. Highland Park Fuel Co. Hill Behan Lumber Co. Lind Lumber Co. Menoni & Mocogni	Deerfield Rd, West Park Ave. Deerfield Rd. Skokie Blvd. No. of Highway 22 West Park Ave. West Park Ave.	Fuel Oil San, Gravel & Ceme Fuel Oil & Bldg. M Lumber & Bldg. Mat Lumber Bldg. Matls. & Coa
DEERPATH (LAK	E FOREST), ILLINOIS	}
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Deerpath Team Track (East)	Deerpath	34
FORT SHE	RIDAN, ILLINOIS	
NAME OF INDUSTRY	ADDRESS	COMMODITY
U. S. Army Post	Fort Sheridan, Ill	. Supplies, Fuel
FOUR MILE	ROAD, WISCONSIN	
NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Four Mile Road Team Track	Four Mile Road, Wis. (East)	17
GLENVIEW (GI	LENAYRE), ILLINOIS	OF STREET
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Glenview Team Track (East) Lake Ave. Team Track (East)	Glenview Rd. Lake Ave.	26 32
NAME OF INDUSTRY	ADDRESS	COMMODITY
Fiegen, John Kutten Bros.	Lake Ave. Wilmette Ave.	Gravel & Stone Fuel Oil
Fiegen, John	Lake Ave.	Gravel & Stone

GREAT LAKES,	ILLINOIS
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NAME OF INDUSTRY	ADDRESS	COMMODITY
U. S. Naval Training Center	Great Lakes, Ill.	General Naval Supplies & Fuel

GREEN HOUSE SIDING, ILL.

NAME OF INDUSTRY	ADDRESS	COMMODITY
McFarland, F. E.	Route 176 and Rockland Road	Fuel

HIGHLAND PARK, ILLINOIS

NAME OF INDUSTRY	ADDRESS	COMMODITY
Borchardt, Paul		Fuel & Bldg, Matls,
Mutual Coal Company Siljestrom, F.	Ave. Vine Avenue St. Johns Ave.	Fuel & Bldg. Matls. Fuel & Bldg. Matls.

HIGHWOOD, ILLINOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Highwood Team Track (East)	Washington St.	14
	1	

KENOSHA, WISCONSIN

NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Freight House Team Track (West)	28th Ave. & 64thSt.	20
52nd St. Team Track (West) Burlington Rd. Team Track (West)	Grand Avenue Burlington Road	10 8

LAKE:	FOREST.	ILLINOIS
	- between in a	THITMUTE

LAKE FO	REST, ILLINOIS	-
NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Farwell Team Track (East)	Farwell Ave.	7
LIBERTY I	AKE, ILLINOIS	
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Liberty Lake Team Track	Route 176 West of Des Plaines River	10
LIBERTYVILLE, ILLINOIS		
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Liberty Lake Team Track (North)	Route 176 West of Des Plaines River	10
NAME OF INDUSTRY	ADDRESS	COMMODITY
Burgess-Manning Co.	Route 176 & 6th St.	Gasoline & Diesel Engine Mufflers & Accoustically Treated Telephone Booths
Hough, The Frank G. Co. Lumber Dealers Supply Co. Gratz, Wayne	Foot of Sunnyside Route 176 & 6th Park Ave.	Matls. Handling Equipment Building Materials Fuel Oil

MILWAUKEE, WISCONSIN

NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Austin Ave. Team Track (West) Harrison St. Team Track (West)	Austin Ave. Herrison & S. 5th Sts.	7 13

MILWAUKEE, WISCONSIN (CONT'D)

NAME OF INDUSTRY	ADDRESS	COMMODITY
Rapid Delivery Co.	So. 5th & Harrison Sts.	Freight Forwarding

MUNDELEIN, ILLINOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Mundelein Team Track	Old Station	17
NAME OF INDUSTRY	ADDRESS	COMMODITY
Cities Service Oil Co. Collins Lumber & Coal Co. Walbridge Mfg. Co.	Hawley Ave. Mundelein 30 E. Park Ave.	Oil & Gasoline Lumber & Coal Mfg. Goods

NORTHBROOK, ILLINOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Northbrook Team Track (East)	Dundee Rd.	9
NAME OF INDUSTRY	ADDRESS	COMMODITY
Brockshore Co. Commonwealth Edison Co. (Northern Service Hqts) Northbrook Lbr. Co. Randolph Laboratories, Inc.	952 Sunset RidgeRd U. S. 41 South of Sunset Ridge Rd. U. S. 41 North of Sunset Ridge Rd. Northbrook	Pole Line & Sub-

NORTH CHICAGO, ILLENOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Pettibone Team Tracks (West) 16th St. Team Track (East)	Commonwealth Ave. So. of 22nd St. 16th St. & Commonwealth Ave.	Various 8

NORTH CHICAGO, ILLINOIS (CONT'D)

NAME OF INDUSTRY	ADDRESS	COMMODITY
Central Fuel Company Chicago Hardware Foundry	14th & Greenfield Commonwealth Ave.	Coal, Lbr. & Mat/ Iron, Molding Sand Fuel Oil, Lbr.
Kier Mfg. Co. North Shore Lbr. & Supply Co. Skokie Petroleum Company	No. Chgo., Ill. 16th & Greenfield Commonwealth Ave.	Steel Building Materia: Oil and Gas
NORTHFIE	ELD, ELLINOIS	
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Northfield Team Track (East)	Willow and Happ Rd.	9
NAME OF INDUSTRY	ADDRESS	COMMODITY
Avondale Mfg. Co. Blow & Kloepfer Builders Service, Inc. Cenpro Corp. Mystic Adhesive Prods. Northfield Block Co. Pure Oil Company Weissenberg Fuel & Mat. Co. Winnetka Coal & Lumber	Happ Road P.O. Winnetka, Ill. P.O. Winnetka, Ill. Happ Rd. Box 88 1700 Winnetka Rd. North of Willow Rd 547 Green Bay Rd. Winnetka, Ill. 656 Green Bay Rd. Glenview, Ill. 594 Green Bay Rd. Winnetka, Ill.	Food Products Adhesive Prod.
	EK, WISCONSIN	
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Oak Creek Team Track (East)	West Nicholson Rd.	12
PIPER	s, WISCONSIN	
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Pipers Team Track (West)	Pipers Road	16
	1	

PIPER S, WISCONSIN (CONT'D)

	DOORDEN (OON! B)	- A HITTIN
NAME OF INDUSTRY	ADDRESS	COMMODITY
Pipers Warehouse	Pipers Road	Cabbage, Onion Sets, Onions
RACINE	, WISCONSIN	April 1 September 1
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Freight House Team Track (East)	West Blvd. & Washington St.	5
NAME OF INDUSTRY	ADDRESS	COMMODITY
Jensen Block & Supply Co. Luedtke Bros. Coal Co. Mid-Way Supply Pugh, W. H. Company Wisconsin Electric Power Co.	21st & Grove Sts 20th & Grove Sts Freight House Taylor Avenue & Durand Road 19th & Grove Sts	Fuel Sheet Metal Gasoline
SIX MILE R	OAD, WISCONSIN	Abanthanar
NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Six Mile Road Team Track	Six Mile Road	13
NAME OF INDUSTRY	ADDRESS	COMMODITY
North Shore Lumber Co. Racine Concrete Products Co.	Six Mile Rd.	Lumber & Blag. Matle. Concrete Brick
SKOKIE	, ILLINOIS	PACIFICADE
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
Kostner Ave. Team Track (So.) Dempster St. Team Track (East) Harrison St. Team Track (East)	Kostner Avenue Dempster Street Harrison Street	50 22 8

SKOKIE, ILLINOIS (CONT'D)

NAME OF INDUSTRY	ADDRESS	COMMODITY
All American Petroleum Co. Coates & Clark Sales Co. Commonwealth Edison Co. (Station No. 88) Master Oil Products Corp. Santucci Construction Co. Skokie Valley Cil Co.		Gas & Fuel Oils Thread Fuel Lub. Oil Building Matls. Fuel Oil

SOUTH KENOSHA, WISCONSIN

NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
South Kenosha Team Track (East)	Cakland Road	12

SOUTH UPTON, ILLINOIS

NAME OF INDUSTRY	ADDRESS	COMMODITY
		Marble Building Stone

TOWN OF LAKE. WISCONSIN

NAME OF INDUSTRY	ADDRESS	COMMODITY
Atlas Coal Company Town of Lake-Highway Dept. (City of Milwaukee)	Layton Avenue Layton Avenue	Coal Road Oil
Town of Lake-Water Dept. (City of Milwaukee)	Greenwich & S. 6th	Salt

WAUKEGAN, ILLINOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
9th St. Team Track (West) Edison Court Team Track(East)	9th St. & Greenfield Edison Ct. North of Washington	21 5
Grand Ave. Team Track (East) Glen Flora Team Track (East)	Grand Avenue	9

WAUKEGAN, HILIMOIS (CONT'D)

	NAME OF INDUSTRY	ADURESS	COMMODITY
*	Acme Coal & Bldg. Matl. Co. Braun Bros. Oil Co. Cities Service Oil Co. Commonwealth Edison Co. Crane Company Durkin, W. B. & Company Economy Block Co. Waukegan Concrete Enterprises, Inc.	1405 Belvidere St. Gladstone Ave. 11th & Greenfield Cornelia & Butrick 1219 Glen Rock Ave North of 9th St. at Greenfield 10th Street	Fuel Oil Gas & oil Equipment Plumbing Supplies Fuel Oil & Coal Concrete & slag Mfg.
	Economy Coal & Bldg. Matl Co. Economy Ready Mix Co.	10th Street 10th Street	Building Material Cement, Sand & Gravel
	Grand Avenue Lor. & Supply Haake Coal Company Lake County Plumbing & Supply Mivshek Coal Company North Shore Foundry Company Phillips Petroleum Company Pure Oil Company Rynksel Oil & Coal Company Sackman Lumber Company	1213 Grand Ave. 1212 Paul St. 1307 Belvidere St. 8th & Greenfield 11th & Greenfield 12th & Greenfield 9th & Greenfield 1200 Melrose Ave. 1215 Belvidere St.	Coal Founty Supplies January Supplies Gasoline & Coal Fuel Oil & Coal
*	Shore Line Coal & Lumber Co. Terlap Roofing, Siding & Insulation Company Waukegan Produce Company	546 S. Jackson 1325 Belvidere St. 22 Edison Court	Fuel & Bldg.Matl, Roofing Vegetables and
	Waukegan Steel Sales and Welding Works	1405 Belvidere St.	Fruits Steel

WEBER , ILLINOIS

		The state of the s	
	NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS
	Oakton Street Team Track	3601 Oakton St.	
-	NAME OF INDUSTRY	ADDRESS	COMMODI TY
	Alliance Eng. & Const. Co.	3601 Oakton St.	Steel Cement & Agrigates
*	(1) Barnes, A. R. Co. Beck Face Brick & Stone Co.	Oakton & McCormick 3617 Oakton St.	
	Chicago Transit Authority (1) Hirsh, S. A. Mfg. Co. (1) Northern Illinois Gas Co. (1) Phillips Petroleum	Oakton St. Oakton & McCormick Oakton & McCormick 3550 Oakton St.	Fuel A
		N. St. Louis Ave. nt'd on Pg. 18)	Paper

WEBER, ILLINOIS (CONT'D)

ADDRESS	COMMODITY
Oakton & McCormick Cleveland Avenue	Electrical Devices Gaskets & Packing Mfg.
3611 Oakton St. Oakton St. (39 So. La Salle St.)	Propane & Gas.
	Pressed Wood Prod.
8134 McCormick Blvd.	Drugs
	Oakton & McCormick Cleveland Avenue 3611 Oakton St. Oakton St. (39 So. La Salle St.) Oakton St. & St. Louis Ave. 8134 McCormick

(1) Indicates Industries located within the Weber Industrial District also served by the C&NW Ry.

WINTHROP HARBOR, ILLINOIS

NAME OF TEAM TRACK	LOCATION	CAPACITY_CARS
Winthrop Harbor Team (Fack)	9th Street	5
NAME OF INDUSTRY	ADDRESS	COMMODITY
Zion Ready Mix	9th Street	Sand, Gravel & Cement

ZION, ILLINOIS

	T	1925	
NAME OF TEAM TRACK	LOCATION	CAPACITY-CARS	
Zion Team Track (East)	Zion Station	4	
NAME OF INDUSTRY	ADDRESS	COMMODITY	
Benton Lumber Company	23rd Street	Coal and Lumber	

September 17, 1954

MEMORANDUM

SUBJECT: Side Track Agreements

There are four situations in which an agreement must be made between the Railway and an industry locating on our lines and wishing to be served.

Situation 1: Industry located on property which it owns desires siding on its property and connection to Railway.

Situation 2: Industry located on property leased from Railway desires siding on leased property and connection to Railway.

Situation 3: Industry located on property which it owns desires to use siding on adjoining Railway property.

Situation 4: Industry located on property leased from Railway desires to use siding on adjoining Railway property.

The standard side track agreement is designed to include all the provisions and terms under which an industry siding is built, maintained and used and are:

- (1) RIGHT-OF-WAY: who provides it.
- (2) CONSTRUCTION: who performs the construction and who pays the cost of each geographical section.
- (3) MAINTENANCE: who performs the maintenance and who pays the cost of maintenance of each geographical section.
- (4) OWNERSHIP: who owns each geographical section.
- (5) USE: reserves to Railway the right to use industryowned siding for other Railway purposes or to reach and serve other neighboring industries.
- (6) CHANGES OR ENLARGEMENT: protects Railway from cost of changes in grade or location or alignment and also against any loss or damage to industry from complete elimination of siding.

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- (7) CLEARANCES: requires industry to exercise care and to preserve clearances.
- (8) LIABILITY: requires industry to assume liability for losses by fire and for loss, damage or injury from act or emission of industry.
- (9) DISCONTINUANCE: industry assumed all loss or damage because of necessary discontinuance of siding.
- (10) CANCELLATION, TERMINATION AND REMOVAL: provides terms under which these actions can be taken.

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In my opinion, the circumstances under which a side track agreement is or is not required are as follows:

Situation 1: In this case the standard side track agreement includes all the provisions and terms to be covered and must be executed. This will usually be the only agreement in such a case.

Situation 2: In this case, while a lease agreement must be executed to cover the lease of the property, all provisions and terms contained in the standard side track agreement must also be covered and a side track agreement should be executed in addition to the lease.

Situation 1: In this case, the industry will neither own nor maintain the siding and hence Paragraphs 1, 2, 3, 4 and 10 of the standard side track agreement are not pertinent and Paragraph 6 may not be. The provisions of Paragraphs 5, 7, 8 (at least second paragraph and perhaps first paragraph also) and 9 of the standard side track agreement must, however, be covered and the standard side track agreement form might be used to cover these pertinent points, scratching out those not pertinent. However, the industry probably will want some guarantee or assurance of its continuing right to use the siding for its purposes and if a separate agreement to this effect is made, the pertinent points could then be included in this separate agreement rather than by the use of a side track agreement.

Situation 1: This situation is similar to Situation 3 as to requirements but, since a lease agreement must be concluded, all pertinent requirements can be included in the lease agreement and no separate side track agreement would be needed.

Situations 3 and 4 are similar to the use of a public team track which we permit a shipper to use without an agreement of any sort. This is done not because it would not be desirable to have an agreement covering at least clearances and liability but because it is not feasible to get such an agreement from an intermittent user.

In situation 4 the industry will need a lease and in both Situations 3 and 4 the industry as a permanent shipper will want some assurance of priority and continued right to use the Railway-owned siding. These requirements or wants of the industry thus give the Railway an opportunity to obtain the former's agreement to the points the Railway wants covered.

This Agreement, Made this day of , 19 by and between CHICAGO NORTH SHORE AND MILWAUKEE RAILWAY COMPANY, hereinafter called the "Railway", and

hereinafter called the "Industry", Witnesseth:

WHEREAS, the Industry desires track facilities, hereinafter called "side track" (by "side track" meaning and intending in this agreement, unless otherwise limited, to include all necessary grading, ballast, ties, rails, rail fastenings, special work, crossings, bumping posts, bridges, bonds, trolley poles, trolley supports, trolley wire cutout switches, wires, cables, electrical and signal appliances and appurtenances), for the economical and convenient conduct of the business of the Industry, at or near

in the County of described as follows:

State of

in accordance with plan numbered hereto attached and made a part hereof:

, designated as EXHIBIT , dated

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the said side track—shall be constructed and maintained, and the Railway hereby agrees to operate the same, under the following terms and conditions:

1. RIGHT-OF-WAY

The Industry shall provide, without cost to the Railway, all necessary right-of-way outside of the right-of-way of the Railway, required for the proper construction and operation of said side track right-of-way to be satisfactory to the of the Railway.

The cost and expense of procuring or complying with any ordinance, order, permit or consent whatsoever required by municipal, State or other lawfully constituted authorities for the construction, maintenance, operation and use of said side track , and all special assessments, taxes and the expense of all requirements in connection with any public improvement levied or made against, upon or on account of said side track shall be borne by the Industry.

The Railway shall have the right to enter upon the property of the Industry for the purpose of constructing, maintaining and operating said side track .

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The cost of constructing said side track as hereinabove defined shall be borne as follows:

3. MAINTENANCE

Said side track shall be maintained (including removal of ice and snow) and renewed to the satisfaction of the action of the Railway; the work of maintenance shall be performed by:

and the cost of such maintenance shall be borne as follows:

The Railway shall, however, have the right at any time to make such repairs, additions, betterments and changes in the said side track , and to install, maintain and operate such derails, signal and other safety devices (wherever located), and to employ flagmen or other employes, as in its judgment may be necessary or as may be required by competent public authority for the operation of said side track . The Industry agrees to pay to the Railway the entire cost and expense of such work.

4. OWNERSHIP

The title and ownership of said side track shall be vested as follows:

5. USE

The Railway shall have the right to use the whole or any part of said side track , or any extension thereof or any tracks connected therewith, for its own purposes or for reaching and serving other neighboring industries or plants, or in connection with or for business other than that of the Industry; and the Industry agrees that the Railway may, upon mutual agreement between the parties hereafter entered into, construct, maintain and operate upon lands owned or leased by the Industry extensions of and laterals to said side track for the purposes aforesaid; provided, such use of the said side track or such extensions or laterals will not materially interfere with the conduct or handling of the business of the Industry, but nothing herein contained is intended to or shall in any manner limit or restrict the use by the Railway of any main switch lead located upon land owned by the Railway.

Except as hereinabove provided, neither party hereto shall permit or authorize the use of said side track by or for the benefit of any other person, firm or corporation not one of the parties hereto, without the written consent of the other party. The Industry shall not assign this contract or any rights thereunder without the written consent of the Railway.

6. CHANGES OR ENLARGEMENT

All expense consequent upon changes in the operating practices of the Railway or consequent upon any readjustment of said side track , or any portion thereof, in order to conform to any present or future changes in the grade, location, or alignment of the tracks of the Railway at said point of connection, shall be borne and paid by the Industry. The Industry will assume and bear any and all loss or damage sustained by it in consequence of any elimination of said side track due to the relocation or change in the grade of the tracks of the Railway by virtue of any municipal action or otherwise.

7. CLEARANCES

The Industry shall exercise the greatest care to prevent cars delivered to it or other obstructions within its control from passing beyond and outside of the limits of the side track described herein and from approaching so close to other side tracks or to the Railway's main line tracks as to endanger safe operation thereon. The Industry shall also use the greatest care to prevent unsafe approach to or contact of any kind with electrical wires, appliances and appurtenances of the Railway.

The Industry agrees not to permit any obstruction over said side track less than feet above top of rail, or alongside of said side track less than feet from center of track, with the necessary additional clearance on curves, unless otherwise authorized by proper regulatory authority and approved by of the Railway.

8. LIABILITY

It is understood that either the presence of the Railway's electrical wires, appliances and appurtenances or the movement of railway locomotives involves some risk of fire, and the Industry assumes all responsibility for and agrees to indemnify the Railway against loss or damage to property of the Industry or to property upon its premises, regardless of Railway's negligence, arising from fire resulting from the presence of electrical wires, appliances and appurtenances of the Railway or caused by locomotives operated by the Railway on said side track or in its vicinity for the purpose of serving said Industry, except to the premises of the Railway and to rolling stock belonging to the Railway or to others and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railway for loss, damage or injury from any act or omission of the Industry, 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 side track ; 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.

9. DISCONTINUANCE

Any and all loss or damage sustained by the Industry in consequence of any temporary or permanent elimination of said side track , shall be assumed by the Industry, or in event the disposition of the property of the Railway, or its future use or development shall make it impracticable in the judgment of the of the Railway to continue the connection, the

Industry hereby waives any and all claims therefor.

10. CANCELLATION, TERMINATION AND REMOVAL

It is expressly understood and agreed that if for the space of the business of the Industry be not operated, unless such non-operation is the result of strike or strikes, or if the title to said Industry becomes vested in, or the operation thereof be transferred to, some party other than the Industry, or if the Industry fails to keep and perform any of the covenants and agreements, terms or conditions hereinbefore set forth to be by it kept and performed, or if any other party operating said Industry refuses to adopt this indenture and to agree in writing to be bound thereby, then the Railway, without notice, shall be entitled to take up and remove any or all of the track or tracks owned by it as aforesaid and may go upon the premises of the Industry for that purpose and shall not be liable to account in any way to anyone for any maneys paid or expended on account of any of the tracks covered by this indenture, nor for any damages on account of the removal of the track or tracks owned by the Railway as aforesaid, and upon such removal this indenture shall terminate.

This agreement shall be binding upon the parties hereto, their successors and assigns, and unless sooner terminated, as hereinbefore provided, shall continue in force until terminated by either party giving to the other not less than thirty days' written notice. At the time named in such notice, the Railway may discontinue the use of said side track and may go upon the lands of the Industry and remove everything belonging to said side track , except such portion thereof as, by the terms of this agreement, is owned by the Industry and shall not be liable to account in any way to anyone for any money paid or expended on account of any of the track or tracks covered by this agreement nor for any damages resulting from the removal of any or all of the material owned by the Railway.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in the day and year first above written.

	RAILWAY COMPANY		
olary.	ByPresident.		
el	dary.		