



8032892
Tx: 4023485

608842

DUNN COUNTY, WI
REGISTER OF DEEDS
HEATHER M. KUHN

RECORDED ON
05/27/2015 4:10 PM

REC FEE: 30.00
FEE EXEMPT #:
PAGES: 3

PERMANENT LIMITED EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
LPA1552 08/2011 (Replaces LPA3043) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **Wisconsin Central Ltd.**, GRANTOR, conveys a permanent limited easement as described below to the **Village of Boyceville**, a Wisconsin municipal corporation, GRANTEE, for the sum of **Two Thousand, Two Hundred dollars (\$2,200.)** for the purpose of: **transportation purposes.**

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None.**

Legal description:

Parcel 1. of Transportation Project Plat 8926-00-01 - 4.01, Amendment No. 1, recorded as Document Number 605865, recorded in Dunn County, Wisconsin.

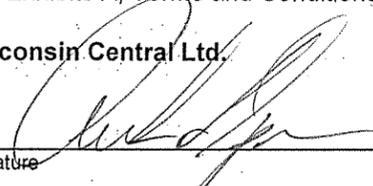
Property interests and rights of said Parcel 1 consist of:

Permanent Limited Easement & Temporary Limited Easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

See Exhibits A, Terms and Conditions, and Exhibit B, Plat Drawing, attached hereto and hereby made a part hereof.

Wisconsin Central Ltd.

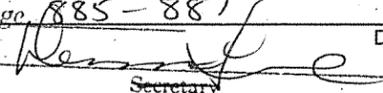
Signature  Date May 5, 2015

Print Name Arthur L. Spiros, Senior Manager
Business Development & Real Estate -
Southern Region

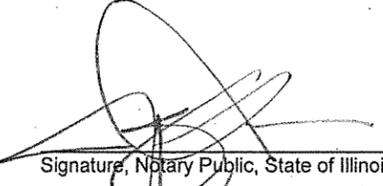
Date May 5, 2015

State of Illinois)
Cook County) ss.

Signature _____ Date _____

STATE OF WISCONSIN	
Print Name	ss.
Received this <u>1ST</u> day of	
Signature	Date
<u>June A.D. 2015 at 2:51</u>	
<u>o'clock P.M. and recorded in Vol.</u>	
Print Name	
<u>20 of RRM</u>	
<u>on page 885-887</u>	
Signature	Date
	
Print Name	Secretary
Department of Financial Institutions	

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Illinois


Print Name, Notary Public, State of Illinois
JACK S. PARKER
Date Commission Expires JUNE 11, 2018

Project ID: 8926-00-01 This instrument was drafted by: Wisconsin Dept. of Transportation



This space is reserved for recording data
Return to
Cindy Swanepoel
Village of Boyceville
PO Box 368
Boyceville, WI 54725
Parcel Identification Number/Tax Key Number
1710623014351100001
Chg. \$30.00

EXHIBIT A
TERMS AND CONDITIONS

1. The easement (a) is restricted to use solely for a public highway crossing and (b) is subject to any and all easements and rights-of-way whether or not of record.
2. Grantee will not make any special assessments against Grantor for sidewalks, curbs, gutters, roadways, paving, or similar improvements, or for water, sewers or utilities, now or hereafter installed in connection with the easement. By specifying a list of items for which Grantee may not assess Grantor, Grantor makes no admission or concession that construction of these items are allowable under the easement.
3. Except as provided for in § 86.13 of the Wisconsin Statutes, or relevant provisions of a separate agreement or stipulation between Grantor and Grantee related to the easement, Grantee shall be responsible for all costs of installation, repair, and renewal of its facilities on the easement. Grantee will be responsible for snow removal and vegetation control at the sidewalk crossings of the railroad right of way at East Street and Center Street.
4. The easement shall terminate at such time as the Parcel shall no longer be used for, or is incapable of being used for, the purpose for which the easement was granted.
5. Grantor shall notify Grantee if any facility at the crossing causes a continuing hazard to railroad operations. If the hazard is caused by the Grantee and is not allowable under the grant of easement or the law, then Grantee, at Grantee's sole cost, shall make such repairs or changes in the facility as Grantor's chief engineer shall reasonably deem necessary, unless applicable law directs that such changes or repairs are the responsibility of the Grantor.
6. Pursuant to section 86.16, of the Wisconsin Statutes, Grantee may consent to allow placement or may be required to allow placement of utility lines in connection with this easement, but Grantor reserves all rights it may have to assert the preemptive effect of federal over state law. Notwithstanding the previous sentence, Grantee shall do nothing to restrict the use of the Parcel for railroad purposes.
7. Grantor does not warrant title to the Parcel.

