

9



8 0 0 8 1 1 4 7  
Tx:40050711

**DOC. # 10599744**

RECORDED:

09/06/2016 6:46 AM

JOHN LA FAVE

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

FEE EXEMPT #:

Document  
Number

PERMANENT LIMITED  
EASEMENT

COVER SHEET  
FOR  
RECORDATION  
OF  
HIGHWAY EASMENT AND  
PERMANENT LIMITED EASEMENT  
FROM  
UNION PACIFIC RAILROAD COMPANY

TO

STATE OF WISCONSIN,  
DEPARTMENT OF TRANSPORTATION

Recording Area

Name and Return Address

*Peter Bradley  
RHS  
PO Box 7914  
Rm. 701  
Madison, WI  
53707-7914*

Parcel Identification Number (PIN)  
(Project ID 2216-01-52)

**HIGHWAY EASEMENT AND PERMANENT LIMITED EASEMENT**

THIS Permanent Limited Easement is made as of the 15<sup>th</sup> day of June, 2016, between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), and STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, ("Grantee").

The Grantor for and in consideration of the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)** and other valuable consideration, to it paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, does hereby grant unto the Grantee, and unto its successors and assigns, a permanent limited easement for the right to construct highway improvements and/or flatten slopes on, along and/or over 0.013 acres of Railroad property for the purpose of reconstructing, using, maintaining, and repairing the existing at-grade W. Mill Road public road crossing (DOT 178890G), including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way located in Milwaukee County, Wisconsin, as described in **Exhibit A-1** Legal Description and Survey Print, attached hereto and hereby made a part hereof (the "Permanent Limited Easement").

The Permanent Limited Easement (collectively, the "Property") is to be located at the at-grade W. Mill Road public road crossing (DOT 178890G) within the vicinity of MP 92.60 on the Grantor's Granville Ind. Ld., as described in the attached **Exhibit A-1** and set forth in that certain Agreement for Highway-Railroad Crossing Surface between Grantor and Grantee dated June 15 2016 and identified in the records of the Grantor as Folder No. 2949-40.

RESERVING, however unto the Grantor, its successors and assigns, the right to construct at any and all times and to maintain railroad tracks, track appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over under and across the Property, but in such a way as to not interfere with Grantee's use of the Property for the purposes specified in this Easement; it being understood that the rights so reserved unto the Grantor, its successors and assigns, are retained along with the general right of the Grantor, its successors and assigns, to the use of the Property for any purpose not inconsistent with Grantee's use of the Property, for the purposes herein defined.

The easement rights granted herein to the Grantee, its successors and assigns, shall include the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purposes, including the right to preserve, protect,

remove or plant thereon any vegetation that the Grantee may deem necessary or desirable provided that such vegetation shall preserve the natural and pre-existing drainage patterns.

The easement rights granted herein are also made SUBJECT to all outstanding leases, licenses and other outstanding rights, including, but not limited to, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Property, whether recorded or unrecorded.

This Easement is also limited to such rights as the Grantor may have in the Property and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of the Grantee or because of failure of, or defect in, Grantor's title.

It is made a condition of this instrument that if the Grantee, its successors or assigns, shall abandon the Property of any portion thereof, for the purposes defined herein, for the period of time set forth in applicable Wisconsin statutes concerning abandonment of public highways, the rights herein granted shall cease and terminate with respect to the portion of the Property so abandoned, and the title to such portion or portions of the Property shall be freed from the burden of this instrument.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the date first herein written.

ATTEST:

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID No. 94-6001323)

By B. J. Kubat  
BEVERLY J. KUBAT  
Assistant Secretary

By Daniel A. Leis  
DANIEL A. LEIS  
General Director Real Estate

Approved as to form:  
Merleja  
Attorney

(Seal)

ACCEPTED:

**STATE OF WISCONSIN,  
DEPARTMENT OF TRANSPORTATION**

By: David M. Simon  
David M. Simon, P.E.

Print Name: Chief of Railroads and Harbors

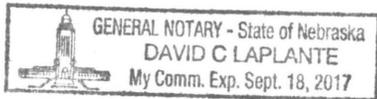
Title: \_\_\_\_\_

ACKNOWLEDGMENT

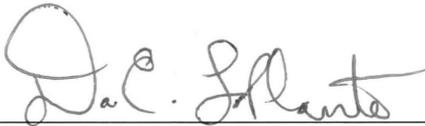
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On June 15, 2016, before me, David C. LaPlante, Notary Public in and for said County and State, personally appeared Daniel A. Leis and Beverly J. Kubat who are the General Director – Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

  
\_\_\_\_\_  
**David C. LaPlante**  
Notary Public

My commission expires: September 18, 2017



**EXHIBIT A-1  
LEGAL DESCRIPTION FOR  
HIGHWAY EASEMENT**

## LEGAL DESCRIPTION

A **Permanent Limited Easement**, for construction and maintenance purposes, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvement on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 24, Township 8 North, Range 21 East, City of Milwaukee, described as follows: Commencing at the southwest corner of said Section 24; thence North 89°13'46" East, 1331.92 feet along the south line of said Southwest 1/4; thence North 00°46'14" West, 45.00 feet to the north right-of-way line of W. Mill Road (CTH S) and the point of beginning; thence continue North 00°46'14" West, 5.00 feet; thence North 89°13'46" East, 33.00 feet, parallel with the north right-of-way line of W. Mill Road and 5.00 feet perpendicular to the north therefrom; thence South 00°46'14" East, 5.00 feet to said north right-of-way line; thence South 89°13'46" West, 33.00 feet along said north right-of-way line to the point of beginning.

This parcel contains **0.004 acres**, more or less.

Also, that part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, Township 8 North, Range 21 East, City of Milwaukee, described as follows: Commencing at the northwest corner of said Section 25; thence North 89°13'46" East, 1336.92 feet along the north line of said Northwest 1/4; thence South 00°46'14" East, 65.00 feet to the south right-of-way line of W. Mill Road (CTH S) and the point of beginning; thence North 89°13'46" East, 44.82 feet along said south right-of-way line to grantor's southeasterly property line; thence Southwesterly, 12.41 feet along said southeasterly property line and the arc of a curve whose center lies to the northwest, whose radius is 1444.66 feet, whose interior angle measures 00°29'31" and whose chord bears South 35°31'00" West, 12.41 feet; thence South 89°13'46" West, 37.48 feet, parallel with the south right-of-way line of W. Mill Road and 10.00 feet perpendicular to the south therefrom; thence North 00°46'14" West, 10.00 feet to the point of beginning.

This parcel contains **0.009 acres**, more or less.

Both parcels combined contain **0.013 acres**, more or less.



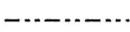
**LEGEND:**

NEW CROSSING AREA ..... 

NEW CROSSING AREA = 0.013 ACRES +/-

EXISTING CROSSING AREA ..... 

EXISTING CROSSING AREA = 0.53 ACRES +/-

UPRRCO. R/W OUTLINED ..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

M.P. 92.6 - GRANVILLE IND. LEAD

TO ACCOMPANY AGREEMENT WITH COUNTY OF MILWAUKEE

MAP CNW V-34 / 1A

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 6-6-2016

PJB FILE: 0294940

CADD FILENAME	0294940
---------------	---------

SCAN FILENAME	WIV3401A.TIF
---------------	--------------