

Document No.

PERMANENT RAIL SPUR EASEMENT

Return to:

City of Milton

V-23-1469

Parcel Number

THIS PERMANENT RAIL SPUR EASEMENT (“Easement”) is made as of this ____ day of _____, 2022, by and between Clasen Quality Chocolate, Inc., a Wisconsin corporation (“Grantor”), and the City of Milton, a Wisconsin municipal corporation (“Grantee”).

RECITALS:

A. Grantor is the owner of the parcel of land located in the City of Milton, County of Rock, State of Wisconsin which is legally described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”), upon which is located the area legally described on Exhibit B and depicted on Exhibit C attached hereto and made a part hereof (the “Easement Premises”).

B. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a permanent rail spur easement and right-of-way upon, over, across and along the Easement Premises for purposes of constructing, installing, maintaining, and operating the railway spur track and related facilities and equipment (collectively, the “Tracks”) thereon in order to provide rail service to Grantor’s Property and neighboring parcels, all upon and subject to the terms, provisions, and conditions set forth in this Easement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor grants to Grantee and Grantee's agents, contractors, licensees, invitees, employees, representatives, successors and assigns a perpetual and exclusive rail spur easement for the construction, installation, maintenance, repair, use and operation of the Tracks over, upon, under, and across the Easement Premises and all other uses incident to such use. Each and all of the rights, privileges, and easements conferred upon the Grantee pursuant to this Easement may be exercised by the Grantee from time to time and at any time without any notice to Grantor.
2. Maintenance, Repair and Replacement. Grantee shall, at Grantee's sole cost and expense, install the Tracks and be responsible for maintaining the Tracks in good condition and repair, and in compliance with all ordinances, regulations, and other laws and requirements imposed by any governmental authority having jurisdiction. In exercising its easement rights pursuant to this Agreement, Grantee agrees to give Grantor reasonable advance notice of any entrance onto the Easement Premises except in the event of an emergency. All maintenance shall be done in a manner so as to limit interference with the use of the Easement Premises and the remaining property of Grantor.
3. Grantee's Use. Grantee shall use its best efforts to insure that Grantor's access to Grantor's Property is not adversely affected beyond what is necessary to complete construction of and to use and maintain the Tracks. Grantee shall take necessary and reasonable measures within its legal authority to ensure that the Grantor's use and accessibility of Grantor's Property will not be excessively disturbed or disrupted, unless absolutely necessary, either during the construction phase or the ongoing use and maintenance of the Tracks. Grantee shall procure and maintain all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction and use of the Easement Premises by the Grantee.
4. Grantor's Rights. Grantor shall have the right to use the Easement Premises for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, nor place any tree or other brush within the Easement Premises. The Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to the construction and use of the Easement Premises by the Grantee.
5. Covenants Run with Land. All of the terms and conditions in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. The party named as Grantor in this Easement and any successor or assign to the Grantor as fee simple owner of the Grantor's Property shall cease to have any liability under

this Easement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Grantor's Property.

6. Miscellaneous. Grantee's non-use or limited use of the easements granted in this Agreement shall not prevent Grantee from later use of the easements to the fullest extent authorized in this Agreement. This Agreement is the entire understanding regarding the subject matter of this Agreement and supersedes all prior oral or written understandings, agreements, and representations between the parties. This Agreement shall at all times be governed by and enforced in accordance with the laws of the State of Wisconsin. This Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed as of the day and year first hereinabove written.

GRANTOR:

Clasen Quality Chocolate, Inc., a Wisconsin corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by _____, as _____ of Clasen Quality Chocolate, Inc., a Wisconsin corporation.

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Lot 1 of Certified Survey Map recorded in the office of the Register of Deeds for Rock County, Wisconsin, in Volume 41 on Page 183 as Document No. 2188668

EXHIBIT B

EASEMENT PREMISES LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map recorded in the office of the Register of Deeds for Rock County, Wisconsin, in Volume 41 on Page 183 as Document No. 2188668, being part of Southwest 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 36; thence North $00^{\circ}-35'-49''$ West along the West line of said Southeast 1/4, a distance of 2,637.60 feet to the point of beginning; thence continuing North $00^{\circ}-35'-49''$ West along said West line, a distance of 29.40 feet to the Northwest corner of said Southeast 1/4; thence South $89^{\circ}-11'-51''$ East along the North line of said Southeast 1/4, a distance of 12.78 feet; thence Northeasterly 10.03 feet along the Southerly right-of-way line of Putman Parkway on a curve to the left having a radius of 82.00 feet, the chord of said curve bears North $87^{\circ}-17'-50''$ East, a chord distance of 10.03 feet; thence South $89^{\circ}-11'-51''$ East, a distance of 1,299.18 feet to the East line of the Southwest 1/4 of the Northeast 1/4; thence South $00^{\circ}-36'-13''$ East along said East line, a distance of 0.61 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4; thence South $00^{\circ}-38'-55''$ East along the East line of said Northwest 1/4, a distance of 29.40 feet; thence North $89^{\circ}-11'-51''$ West, a distance of 208.47 feet; thence South $85^{\circ}-04'-40''$ West, a distance of 122.13 feet; thence Southwesterly 56.45 feet on a curve to the right having a radius of 565.00 feet, the chord of said curve bears South $87^{\circ}-56'-25''$ West, a chord distance of 56.43 feet; thence North $89^{\circ}-11'-51''$ West, a distance of 509.22 feet; thence North $00^{\circ}-48'-09''$ East, a distance of 15.00 feet; thence North $89^{\circ}-11'-51''$ West, a distance of 426.44 feet to the point of beginning.

EXHIBIT C

EASEMENT PREMISES ILLUSTRATION

