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Before the
SURFACE TRANSPORTATION BOARD
Washington, D.C. 20423

STB Docket No. FD 35918

CITY OF APPLETON

PETITION FOR DECLARATORY ORDER



Submitted by:
James P. Walsh, City Attorney
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799
P: 920/832-6423
F: 920/832-5962

FEE RECEIVED
April 2, 2015
SURFACE
TRANSPORTATION BOARD

FILED
April 2, 2015
SURFACE
TRANSPORTATION BOARD

BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. _____

STATUS OF UNUSED RAILROAD BRIDGE
IN OUTAGAMIE COUNTY, WISCONSIN

PETITION FOR DECLARATORY ORDER
BY THE
CITY OF APPLETON, WISCONSIN

The City of Appleton, Wisconsin ("Appleton" or the "City"), a municipal corporation with offices at 100 North Appleton Street, Appleton, Wisconsin, hereby submits to the Surface Transportation Board ("Board") this Petition for a Declaratory Order ("Petition") pursuant to 49 C.F.R. § 1011.7(vi) requesting a ruling that the below described bridge has been severed from the interstate railroad system, and that there is a present and future need to declare the Bridge *de facto* abandoned. See RLTD Ry. Corp. v. Surface Transp. Bd., 166 F.3d 808, 812 (6th Cir. 1999) ("a *de facto* abandonment occurred because the line was no longer 'linked to and part of the interstate rail system.'")

Introduction

This Petition concerns the presence of a former railroad bridge located in the center of Appleton. For nearly one hundred years, the Chicago and Northwestern Railway Company ("Northwestern") provided rail service in the Appleton. As part of that operation, the City has identified what Northwestern identified as Track 317. See Railroad Map from Chicago and Northwestern Railway Company attached hereto and incorporated as Exhibit A. Where Track 317 crossed the Fox River in the center of Appleton, the track included a bridge that is identified as Bridge No. 489 F. Ash Div. 14 DPW Sps (hereinafter "the Bridge"). Track 317 and the Bridge have been identified as part of the Ashland Division of the Northwestern Transportation Company. Exhibit B.

In 1935, a portion of Track 317 north of the Bridge was conveyed by Northwestern to Appleton. A copy of the deed identifying that conveyance is attached hereto and incorporated as Exhibit C. The rails located on said parcel were removed years ago. Subsequent to the 1935 conveyance, the Bridge continued to be used to deliver products to the Foremost Dairy plant, located approximately 600 feet north of the Bridge. In 2002, the Foremost Dairy ceased operation, and there was no further rail use of the Bridge. The City has been informed by Foremost Farms, USA, the parent company to the Foremost Dairy plant, that the last delivery by rail to the plant occurred approximately 10 years prior to the plant closing in 2002. The City purchased the Foremost Dairy plant site in 2011 for redevelopment and the Foremost Dairy plant was demolished beginning in 2011 and was completed in 2012.

A. History of the Line

The City has attempted to identify the current owner of the Bridge for the past several years without success. As previously stated, upon information and belief the Bridge has not been used in approximately two decades. Notably, the Bridge is approximately .105 miles in length and is a standalone track: the railway line terminates at the former Foremost Dairy plant site and there is no track south of Lawe Street which would allow rail traffic to occur.

The original owner of the line, Northwestern, went out of business in 1995. Prior to then, Northwestern conveyed a portion of its line in the Appleton area to the Fox River Valley Railroad Company ("Fox River Valley") by quit claim deed in an instrument dated November 16, 1987. A copy of the deed is attached hereto and incorporated as Exhibit D. In 1992 Fox River Valley sold their portion of the line to Wisconsin Central LTD., who then sold it to Canadian National in 2001. See email from Frank Carlson, CNWHS Archives, dated August 26, 2014, attached hereto and incorporated as Exhibit E.

The quit claim deed to Fox River Valley contained specific descriptions of the track conveyed from Northwestern to Fox River Valley. The legal descriptions therein do not specifically identify the Bridge. The description of the Bridge is included in Exhibit F.

In 1995, upon the dissolution of Northwestern, the Union Pacific Railroad Company (“Union Pacific”) purchased all of Northwestern’s remaining assets.

In 2012, the City contacted Union Pacific to ask what steps Union Pacific had been taking or intended to take to repair the Bridge. In response, Union Pacific denied ownership of the Bridge. See letter from Rod Peterson, Director at Union Pacific Railroad Company, dated September 17, 2012, attached hereto and incorporated as Exhibit G.

In 2014, the City contacted Canadian National to verify ownership of the Bridge. Canadian National also denied ownership of the Bridge. See attached email from Kimberly Tollers, Wisconsin Department of Transportation, dated September 13, 2012, attached hereto and incorporated as Exhibit H.

In 2014, the Board confirmed it has no records indicating ownership or status of the Bridge. See email from Fred Forstall, U.S. Surface Transportation Board, Rail Customer and Public Assistance Program, dated August 12, 2014, attached hereto and incorporated as Exhibit I.

B. Safety Issues

There are significant safety concerns that favor declaring the Bridge abandoned. The Bridge is easily accessible from either end by persons walking on the street towards the east of the Bridge or by walking along a trail along the Fox River on the east end of the Bridge. Pedestrians have been observed walking on and across the Bridge which poses a risk to the safety of those pedestrians due to the deteriorated condition of the Bridge and the presence of the Fox River immediately beneath.

The Bridge has been documented to be in poor condition, with engineering consulting firm Graef, USA, Inc., finding that:

More than half of the railroad ties show visible signs of significant to complete deterioration.... The steel plate girders below are in poor condition.... More than 1/3 of the bearings have anchor bolt section loss.... The timber railroad ties are in poor shape and cannot be reused for supporting the deck.... The girders are also in poor shape.... There is much debris on the pier that needs to be cleaned off....

Engineering report from Graef, USA, Inc., dated June 19, 2014, pages 2 and 3, attached as Exhibit J.

In addition, Bloom Companies, LLC, an engineering firm indicated that, “the timber ties are in very poor condition and the public should not be allowed access to the bridge due to safety concerns.” See email from Tom Zalewski of Bloom Companies, LLC attached and incorporated herein as Exhibit K.

Based upon the foregoing, the City takes the position that the Bridge has been abandoned. A declaration of abandonment would permit the City to remove the entire unused rail and to rehabilitate the Bridge to make it safe for use by the public.

Legal Argument

The rail system in America is governed by Title 49 of the United States Code, with rail systems falling under the jurisdiction of the Surface Transportation Board. 49 U.S.C. § 10101 et seq. Pursuant to 49 C.F.R. § 1011.7(vi), a duty of the Board, as delegated to the Board’s Office of Proceedings, is “to institute requested declaratory order proceedings under 5 U.S.C. § 554(e).” Specifically, the Office of Proceedings may “with like effect as in the case of other orders, and in its sound discretion ... issue a declaratory order to terminate a controversy or remove uncertainty.” 5 U.S.C § 554(e).

The City is requesting the Board to remove uncertainty regarding the status of the Bridge. It is the City’s position that there is no known “owner” of the Bridge. The Bridge has been unused by a rail carrier for over two decades and could not now be used by a rail carrier because the track terminates approximately 300 feet north of the Bridge and there is no connecting track south of the Bridge. The Bridge has been separated from the interstate rail system and, combined with over two decades of non-use, and the inability to find a record “owner” of the Bridge, indicates that the Bridge is de facto abandoned.

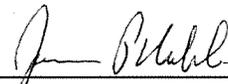
A finding of abandonment would not cause any change in carrier operations, would have no impact on any interstate or intrastate commerce, and has no negative historical or environmental

impact. Because the Bridge has not been used for over two decades, there is no revenue or cost associated with the Bridge. 49 C.F.R. § 1152.22 et seq.

Relief Requested

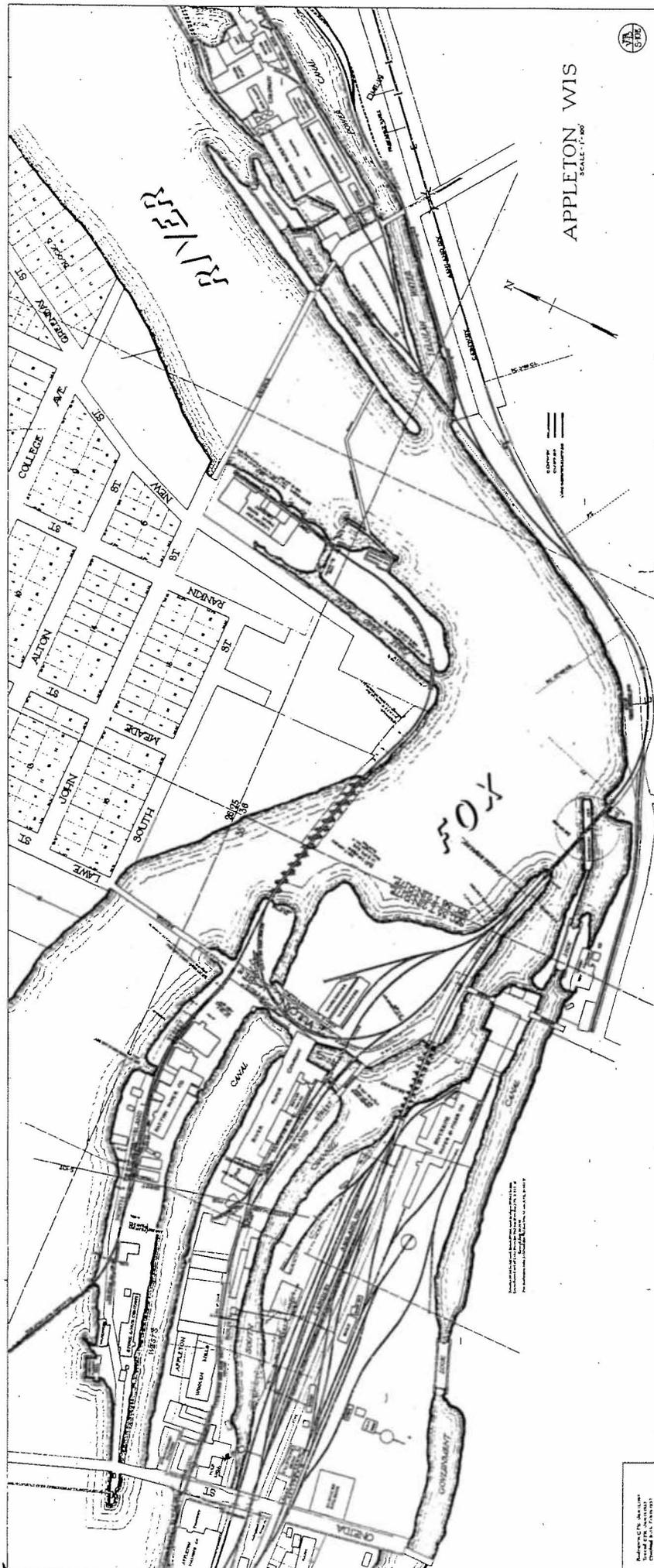
Based upon the foregoing, the City is requesting the Board issue a Declaratory Ruling that the Bridge has been abandoned. The City's position is that the Bridge is de facto abandoned and the Board's ruling would be appropriate in light of public convenience, safety and necessity.

Respectfully Submitted,



James P. Walsh, City Attorney
100 North Appleton Street
Appleton, WI 54911-4799
Counsel to the City of Appleton, WI

Dated: 3.31.15



APPLETON WIS
SCALE 1:200



ELEVATION
SURFACE
UNDERGROUND

EXHIBIT

A

APPLETON WIS
SCALE 1:200

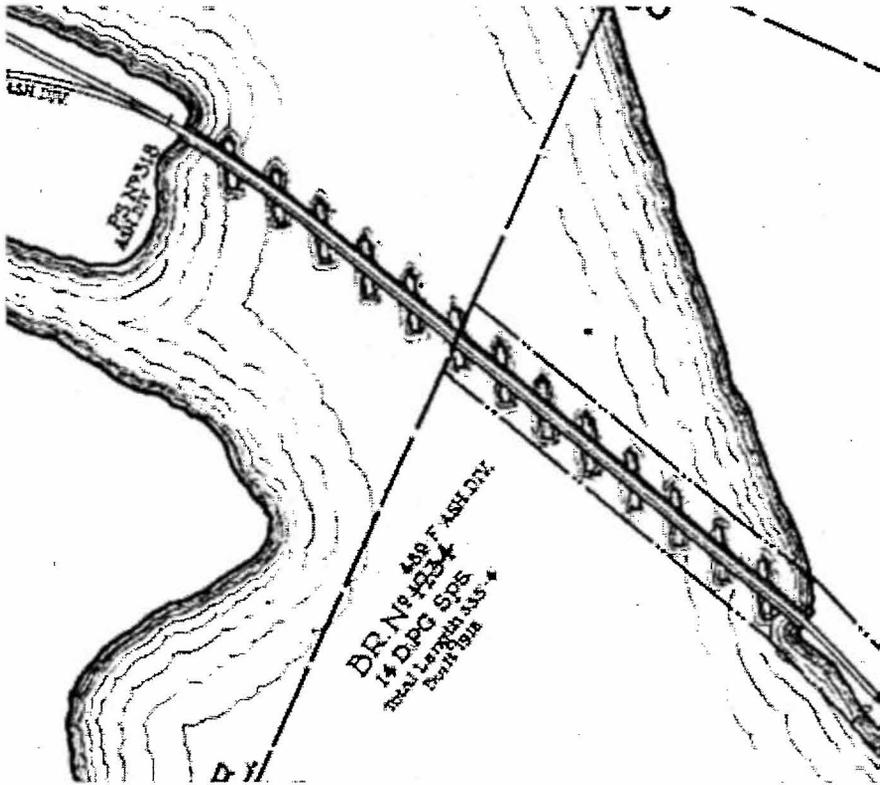
Jim Walsh

From: Tollers, Kimberly - DOT [Kimberly.Tollers@dot.wi.gov]
Sent: Wednesday, January 09, 2013 3:35 PM
To: Jim Walsh
Subject: RE: Kimberly Tollers Letter
Attachments: Pages from Appleton.pdf - Adobe Acrobat Professional.pdf

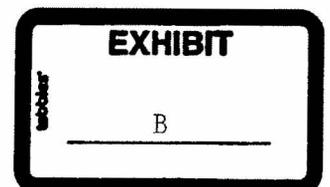
Jim, Good news. I just ran across the attached map of Appleton. It clearly shows that the bridge, built in 1918 was part of Chicago & Northwestern's Ashland subdivision at the time of the map which is 1937. Unless C&NW sold it at some point, UP purchased CNW's assets making the bridge theirs.

Hope this isn't too late to help.

Kim



From: Jim Walsh [mailto:Jim.Walsh@appleton.org]
Sent: Wednesday, October 03, 2012 9:02 AM
To: Tollers, Kimberly - DOT
Subject: RE: Kimberly Tollers Letter



Thank you Kimberly. We will give that a try. If we have some success, would you want a copy of anything we receive and would the State be willing to give us a waiver of the State's right of first refusal? Thank you for your time and effort.

Jim

James P. Walsh
Appleton City Attorney
100 N. Appleton St.
Appleton, Wi. 54911
(920) 832- 6423
fax (920) 832-5962

>>> "Tollers, Kimberly - DOT" <Kimberly.Tollers@dot.wi.gov> 10/3/2012 8:26 AM >>>

Jim, We have not found any records of abandonment related to this trestle, nor of a s. 85.09 release or assignment of WisDOT's first right of acquisition.

I'm not sure if the City would want to pursue this option, but one of our real estate people suggested that perhaps the City approach both CN and UP to quit-claim the bridge to the City.

Sorry we couldn't be of more help.

Kim

From: Jim Walsh [<mailto:Jim.Walsh@appleton.org>]
Sent: Wednesday, September 12, 2012 10:46 AM
To: Tollers, Kimberly - DOT
Subject: Fwd: Kimberly Tollers Letter

Kimberly,
Information from the City is attached. Thank you.
Jim

James P. Walsh
Appleton City Attorney
100 N. Appleton St.
Appleton, Wi. 54911
(920) 832- 6423
fax (920) 832-5962

>>> Jamie Sova 9/12/2012 10:23 AM >>>
Here is the letter with the attachments.

No. 320435. * QUIT CLAIM DEED.

Sales Ticket No.5041; Deed No.62265. Requisition No.3013.

THIS INDENTURE, made this fifteenth day of November, A.D. 1935, between CHARLES P. MEGAN as Trustee of the property of the CHICAGO AND NORTHWESTERN RAILWAY COMPANY, and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a corporation of the state of Illinois, Wisconsin and Michigan, parties of the first part, and CITY OF APPLETON, a municipal corporation in the county of Outagamie and state of Wisconsin, party of the second part,

W I T N E S S E T H,

That the said parties of the first part, for and in consideration of the sum of TEN THOUSAND (10,000.00) DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, have remise, released, conveyed and quit-claimed, and by these presents do remise, release, convey and quit-claim unto the said party of the second part, its successors and assigns forever; all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lots, pieces or parcels of land situated lying and being in the city of Appleton, in the county of Outagamie and state of Wisconsin, and known and described as follows, to-wit:

a part of the north half of the east half of the west half of the northwest quarter of section 25, township 21 north, range 17 east, more particularly bounded and described as follows, to-wit: Beginning at a point on the east line of the east half of the west half of the northwest quarter of said section which is 50 feet distant, at right angles, southwesterly from the center line of the so-called branch track of the Chicago and North Western Railway Company leading to the Water Powers on the Fox river, in said city, as said tract is now located and established; running thence northwesterly on a line parallel with said center line of said track 270 feet; continuing thence northwesterly on a straight line for a distance of 270 feet to a point which is 50 feet distant, at right angles, northerly from the said center line of said track, thence easterly and southeasterly parallel with said center line to said east line of said east half of the west half of the northwest quarter of said section; thence southerly on and along said east line to the point of beginning. Containing 0.92 of an acre more or less.

ALSO; a part of the west half of the northeast quarter of the northwest quarter of said section 25, being a strip of land 100 feet wide and being 50 feet in width on each side of the center line of said Branch Track of the said Railway Company, containing 1.09 acres, more or less.

ALSO: a part of the southeast quarter of the northwest quarter of said section 25, being a strip of land 100 feet wide, and being 50 feet in width on each side of the center line of said Branch track of said Railway company, extending from the south line to the north line of said southeast quarter of the northwest quarter of said section, as said track is now located and established. Containing 3.46 acres more or less.

ALSO: all that part of the southwest quarter of section 25, in the township and range aforesaid which lies east of the east line of Green Bay road, north of a right line extension easterly of the southerly line of Eldorado street (formerly Duane street) and west of the Fox river; being the land sometimes referred to as lot 26, in Block "B" of Lawesburg plat, in the first ward of said city of Appleton. Containing 0.73 ~~xxx~~ of an acre, more or less.

ALSO: all of lots 20, 21, 23, 24 and 25, in said Block "B" of Lawesburg plat in the first ward of said city of Appleton, Containing 0.78 of an acres, more or less.

ALSO; a part of lot 22, in said Block "B" of said plat, being a strip of land 50 feet wide, being 25 feet in width on each side of the center line of said Branch Track of said Railway Company, containing 0.33 of an acre more or less.

ALSO: a part of lots 13,14,15,16,17,18 and 19 of said Block "B" of said plat, being a strip of land 50 feet wide, being 25 feet in width on each side of the center line of said Branch Track of said Railway company. Containing 0.49 of an acre, more or less.

ALSO: a trip of land 50 feet wide extending from the northeasterly line of lot 12, in Block "B" thence in a southwesterly direction across said lot 12 College Ave, in the city of Appleton, lot 16, Block "B" and lot 2, Block "C" to the southwesterly line of said lot 2, as said lots and each of them are outline upon John Stephens Lithograph map of first ward of Appleton published in 1872, said strip being 25 feet in width on each side of the center line of said Branch track of said Railway Company. Said lot 12, in said Block "B" said College Avenue, and said lots 16 in said Block "C" are sometimes referred to as lots 11 and 12 in Block "B" of Lawesburg plat. Containing 0.89 of an acre more or less.

ALSO: a strip of land 50 feet wide extending from the northeasterly line of lot 9, in Block "C" of Lawesburg plat, southwesterly over the land and land under water to a point in the center of John street on the bridge over Fox river, being 25 feet in width on each side of the center line of said Branch Track of said Railway Company, as said track is now located and established over and through lots 7,8,9 of said Block "C" of said Lawesburg plat, Containing 0.23 of an acre, more or less.

TO HAVE AND TO HBLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatever of the said parties of the first part, either in law or equity,

EXHIBIT

C

to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

This instrument is executed by, and shall be binding upon, Charles P. Megan, not as an individual, but solely as Trustee of the property of Chicago and North Western Railway Company under authority of the court in certain proceedings under section 77 of the Bankruptcy Act in the District Court of the United States for the Northern District of Illinois, Eastern Division, entitled "In the matter of Chicago and North Western Railway Company, Debtor" Docket No. 60448.

IN TESTIMONY WHEREOF said trustee hath executed this instrument and the Chicago and North Western Railway Company hath hereunto caused its corporate seal to be affixed and this instrument to be signed by its Vice-President and attested by its Secretary the day and year first above written.

IN PRESENCE OF:

Ethel T. Anderson

J.C. Fullmer

Charles P. Megan
TRUSTEE OF THE PROPERTY OF
THE CHICAGO AND NORTH WESTERN
RAILWAY COMPANY

CHICAGO AND NORTH WESTERN RAILWAY COMPANY,

Edith E. Olson

(SEAL):

By Samuel H. Cady
Vice-President.

Alice L. Merritt

Attest: Barrett Conway
Secretary

APPROVED: H.S. Lardner
Land Commissioner

Countersigned: [Signature]
Comptroller.

STATE OF ILLINOIS)
COOK COUNTY)SS.

I, D.M. Neill, a notary public in and for said county of cook, in the State of Illinois, do hereby certify that on this fifteenth day of November, A.D. 1935, personally came and appeared before me, Charles P. Megan, to me personally known to be the Trustee of the property of the Chicago and North Western Railway Company, and to be the person whose name is subscribed to the foregoing instrument as such Trustee, who, being by me duly sworn did acknowledge and say that he is the Trustee of the property of the Chicago and Northwestern Railway Company, and that said instrument was signed by him as such Trustee, and acknowledged that he executed said instrument as his free and voluntary act and deed for the uses and purposes therein set forth. GIVEN under my hand and official seal this 15th day of November, A.D. 1935.

(SEAL). D.M. Neill,
Notary Public Cook Co. Ill.
My com exp. Feb. 12, 1937.

STATE OF ILLINOIS)
COOK COUNTY)SS.

I, D.M. Neill a notary public in and for said county of Cook, in the state of Illinois, do hereby certify that on this 15th day of November, A.D. 1935, personally came and appeared before me Samuel H. Cady and Barrett Conway, to me personally known and personally known to me to be the Vice-President and Secretary respectively, of the Chicago and North Western Railway Company, the corporation that is described in and that executed the within instrument, and the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, respectively, of said corporation, who being by me severally duly sworn, did severally acknowledge and say that they are the Vice-President and Secretary, respectively, of said Chicago and Northwestern Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed, sealed and delivered by them in its behalf by authority of its Board of Directors, and said Samuel H. Cady and Barrett Conway

Conway further acknowledged that said corporation executed said instrument as and that the same is its free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this fifteenth day of November, A.D. 1935.

(SEAL): D.M. Neill
Notary Public Cook Co. Ill.
My com exp. Feb. 12-1937.

Received for record

Jan. 4, 1936 at 10 A.M.

A.L. Collar, Reg. of Deeds

No. 320446 * GUARDIAN'S DEED

STATE OF WISCONSIN, COUNTY COURT, OUTAGAMIE COUNTY.

WHEREAS, on application to the county court of Outagamie county, Wisconsin, to sell all right title and interest of Ada C. Black, incompetent, in and to the real estate hereinafter described, such proceedings were had that the undersigned was duly authorized as general guardian to proceed in said matter; and whereas, the undersigned as such guardian, has done or caused to be done all things necessary and required to be done by law in such cases made and provided, before conveyance of such real estate may be made; and whereas, the undersigned, James W. Black, as such guardian, was duly authorized by order of court herein dated on the 3rd day of May, 1928, to execute, acknowledge and deliver to Joseph De Clercq and Mary De Clercq, his wife, a deed of conveyance of all the right, title and interest of said Ada C. Black, incompetent in and to said real estate;

NOW THEREFORE I, the said Fred V. Heinemann by authority of the court above named and in my capacity as such guardian, in consideration of the premises and of Thirteen Hundred Thirty-three $\frac{33}{100}$ dollars to me in hand paid by the said Joseph De Clercq and Mary De Clercq his wife, all the right, title and interest of the said Ada C. Black, incompetent in and to the following described real estate in Outagamie county, Wisconsin, to-wit:

An undivided one-third interest in a piece of land in Private claim 33 in the town of Vandebroek Outagamie county, Wisconsin, more fully described as follows: Commencing at the intersection of the northerly line of Private claim 33, with the center line of the Maloney road, thence S 54° 19' W along the center line of said Maloney road 784 feet, ~~thence S 54° 19' W along the center line of said Maloney road 784 feet~~, thence S 0° 19' E along the center line of said Maloney road 327 feet, thence S 40° E 1558.7 feet, thence N 50° E 990 feet to the northerly line of Private claim 33 thence N 40° W along the northerly line of Private claim 33 1750.7 feet to the place of beginning and containing 40 acres of land being a part of private claim 33, township 21 north, of range 18 east lying between the so-called Maloney road and the right of way of the C & N W Ry Company

\$1.50 U.S. Rev stamp
attached cancelled
12/31/35 J.W.B.

WITNESS the hand and seal of said James W. Black, guardian aforesaid, this 31st day of December, 1935.

In presence of:

James W. Black (SEAL)

Joseph W. Lefevre

As general guardian of
Ada C. Black, incompetent.

Carol Nagan

STATE OF WISCONSIN)
OUTAGAMIE COUNTY)SS.

Personally came before me this 31st day of December, A.D. 1935, the above named James W. Black, General guardian to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same by virtue of the

385
SCHEDULE 1 to EXHIBIT "F"

Resolution Dated
Authorization No. November 16, 1987

DEED NO. 85478

DEC 14 12:00AM
A
182175 MISC OPN 23.00

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at One North Western Center, 165 North Canal Street, Chicago, Illinois 60606, for the consideration of TEN and No/100 (\$10.00), in hand paid by the GRANTEE, FRVR CORPORATION, a Wisconsin corporation, whose principal office is located at 200 Doușman Street, Box 2527, Green Bay, Wisconsin 54306, and in further consideration of the terms and covenants and subject to the reservations hereinafter more fully set out, which terms, covenants and reservations the Grantee herein accepts, does hereby Convey and Quitclaim unto the Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the real estate particularly described in Exhibit "A" attached hereto and made a part hereof including any after-acquired title or interest (the "Real Estate");

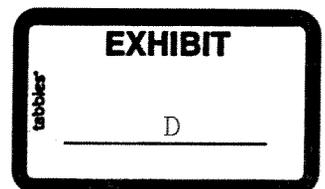
Together with and including all buildings, improvements, structures and railroad tracks located thereon and together with all easements, tenements, roadways, appurtenances, hereditaments and fixtures thereto and, subject to such terms, covenants, and reservations, together with any and all benefits, rights and privileges contained in, belonging to, or in any way beneficial to the Real Estate.

ARTICLE I

Definitions

The following terms when used with initial capitalization in this Deed, whether in the singular or the plural, have the meanings ascribed to them below:

(a) "Agreement" means that certain Asset Purchase Agreement between FRVR CORPORATION, a Wisconsin corporation, and



Chicago and North Western Transportation Company, a Delaware corporation.

(b) "Bridge Easement" is defined in Article II.

(c) "Deed(s)" means this instrument.

(d) "Duck Creek North" means all of the property, including the real estate, trackage (including both main and branch lines), supporting yards, equipment and facilities, which Grantor has rights to operate as a carrier, lying northerly of the Real Estate in the Counties of Brown, Marathon, Marinette, Oconto and Shawano in the State of Wisconsin and in the Counties of Delta, Dickinson, Marquette and Menominee in the State of Michigan.

(e) "FRA Class I Standards" is defined in Article II.

(f) "Grantee" means FRVR CORPORATION, a Wisconsin corporation, its successors and assigns.

(g) "Grantor" means Chicago and North Western Transportation Company, a Delaware corporation, its grantees, transferees, successors and assigns.

(h) "Including" or variants thereof means "including without limitation."

(i) "Line(s)" shall have the meaning set forth in the Agreement.

(j) "Longitudinal Occupations" are defined in Article IV.

(k) "Rail Assets" means the assets of Grantor identified in Paragraph 3(a) of the Agreement and any other assets which are conveyed or transferred to or vested in the Grantee by Grantor at the closing thereof or thereafter pursuant to Paragraph 15 thereof.

(l) "Real Estate" is defined on Page 1 of this Deed.

(m) "Transfer Documents" means this Deed, the Assignment and Assumption(s) of various agreements and other instruments, warranties, and other rights and intangibles, and the

Bill(s) of Sale of various items of miscellaneous equipment and material pursuant to the Agreement.

ARTICLE II

1. Grantor reserves and retains a permanent easement in gross (the "Bridge Easement") for itself, its grantees, transferees, successors and assigns, for use of and operation over all trackage and other facilities and property in, on, over, and with respect to, subject to paragraph 4 below, the main lines of the Shoreline and Air Line Subdivisions more particularly described at Segments 1 and 3 on Exhibit "A" including all additions and improvements thereto and replacements thereof and substitutions therefor.

2. The Bridge Easement shall always be prior and paramount to any and all adverse claims of title or interest, liens, security interests or other encumbrances and shall, subject to paragraph 4 below, include, without limitation, said Segments 1 and 3 and reasonable access with respect thereto and the right to use and reasonable access for such use of all and singular structures, easements, roadways, hereditaments and improvements thereto, the main line track of the Shoreline and Air Line Subdivisions, roadbeds, bridges, trestles, culverts and grade crossings, electrical, signal and communication facilities and equipment and all utility services with respect to the foregoing, all as now located or at any time hereafter relocated or acquired by the Grantee and used, held for use or provided for use in connection with the operation of such Lines, or any portion(s) thereof, and all fixtures and appurtenances thereto of whatsoever kind and description now located or hereafter placed thereon or in any manner forming a part of such Lines, or any portion(s) of the foregoing, or now or hereafter located thereon or connected therewith, together with the right to use and operate over such Bridge Easement Lines (all such trackage, and other facilities

and properties and fixtures and appurtenances thereto hereinafter in this Article II referred to as "properties"). This Article shall confer upon Grantor, its grantees, transferees, successors and assigns, all rights herein reserved in this Article in and to any and all such properties and/or interests therein hereafter acquired by Grantee, its successors and assigns, as additions to and/or replacements of any properties and/or interests subject to this Article, and the Bridge Easement and other rights reserved by Grantor in and to such properties and/or interests hereafter acquired shall also be prior and paramount to any and all adverse claims of title or interest, liens, security interests or other encumbrances to the same extent as if Grantor had not executed and delivered to the Grantee this Deed and the other Transfer Documents and had itself hereafter acquired such properties and/or interests therein and thereafter executed and delivered said Transfer Documents to the Grantee subject to the Bridge Easement and other rights reserved in this Article.

3. By its joinder in the execution of this Deed Grantee hereby conveys and transfers to Grantor, its grantees, transferees, successors and assigns, and agrees on request of Grantor, its grantees, transferees, successors and assigns, to hereafter deliver instruments, recordable in form, necessary or desirable to confirm the same, the Bridge Easement and other rights in any and all properties and/or interests therein described in paragraph 1 and/or 2 of this Article, which properties and/or interests therein are hereafter acquired by Grantee, its successors and assigns, as additions to and/or replacements of the properties and/or interests so described or otherwise, such Bridge Easement and other rights to attach simultaneously with Grantee's, its successors and assigns, acquisition of such properties and/or interests and be prior and paramount to any and all adverse claims of title or interest, liens, security interests or other encumbrances to the same extent as if the Grantor had not

executed and delivered to the Grantee this Deed and the other Transfer Documents and had itself hereafter acquired such properties and/or interests therein and thereafter executed and delivered said instruments to the Grantee; and Grantee, for itself, its successors and assigns, further agrees that each mortgage and/or security interest or other agreement or instrument entered into by Grantee, its successors and assigns, which could affect title to or interest in or attach to any properties and/or interests so described, including any such after-acquired properties or interests therein, shall conclusively be deemed to be, and shall contain an acknowledgment by the mortgagee or the grantee of such security interest or the other party to such other agreement or instrument, that it is subject and subordinate to the prior and paramount right of the Grantor, its successors and assigns, in and to the Bridge Easement and other rights, including with respect to any such after-acquired properties or interests therein.

4. To the extent that both such Lines are from time to time suitable for such use and operation pursuant to the Bridge Easement, the choice as between them will be by the mutual agreement of the Grantor, its grantees, transferees, successors and assigns, and Grantee, its successors and assigns, on the basis of their mutual convenience.

5. The Bridge Easement shall be exercisable, subject to any required regulatory approvals or exemptions, only during any period or periods, whether before or after any sale or sales of all or any portion or portions of Duck Creek North, in which Grantor is operating trains over all or any part of Duck Creek North. For purposes of this paragraph 5, the term "Grantor" shall mean only the Chicago and North Western Transportation Company and any grantees, transferees, successors and assigns of any of its trackage or interests in trackage extending southerly

from the Real Estate who also acquire rights, current or potential, to operate trains over all or any part of Duck Creek North.

6. When exercising its Bridge Easement rights, Grantor shall pay as rental to Grantee the amount to be determined pursuant to Paragraph 3(b) of the Agreement.

7. The Bridge Easement is not intended for regular or frequent use by Grantor and, in exercising its Bridge Easement rights, Grantor agrees to use only the lines and other facilities and property which are reasonably necessary or appropriate in connection with the movement of locomotives, equipment and personnel required in connection with providing continued rail transportation service with respect to Duck Creek North.

8. While Grantor's, its grantees', transferees', successors' and assigns', Bridge Easement and other rights remain in effect, as a material consideration for this transaction, without which Grantor would not have conveyed the Real Estate and other property, equipment and facilities, Grantee, for itself, its successors and assigns, agrees (except with respect to, but limited to the extent of, conditions or circumstances which as of the date hereof would constitute non-compliance herewith) with Grantor, for itself, its grantees, transferees, successors and assigns, as follows:

(i) To maintain in all material respects the Lines subject to the Bridge Easement and rights to FRA Class I Standards. The FRA Class I Standards shall, for purposes of this paragraph, include any applicable regulatory standards of any successor agency or, in the absence thereof, reasonable practices of Grantor, its railroad grantees, transferees, successors and assigns, or reasonable industry practices which will permit operations now permitted under FRA Class I Standards.

(ii) To promptly advise Grantor in writing of the commencement of, and of any known threat to commence, any

material suit, claim, action, arbitration, legal or administrative proceeding or governmental investigation against Grantee relating to use or operation of the Rail Assets which could have a material adverse effect on Grantee's ownership of or interest in, or right to operate a railroad on, or its use of, or its ability to continue operation of, all or any portion of the Rail Assets subject to and material to the Bridge Easement and rights.

9. In the event that Grantee, its successors and assigns, sells, conveys or otherwise disposes of all or any part of such Lines, or any interest therein, for continuing railroad service, the Bridge Easement and other rights set forth in this Article, including the covenants of the Grantee contained in this Deed, shall run with the Real Estate and all other property and facilities included in any such disposition of such Lines, or any interest therein, and shall not be abrogated; and Grantee, its successors and assigns, shall take all required action to insure that any such Real Estate and other property and facilities which is sold, conveyed or otherwise disposed of remains subject to such Bridge Easement, rights and covenants and shall take no action which would cause any thereof to not remain subject thereto. Unless Grantee, its successors and assigns, takes all required action to insure that Grantor, its grantees, transferees, successors and assigns, is afforded all of the benefits of the Bridge Easement and such rights and of Grantee's covenants provided in this Article by the right of use of other trackage, facilities and property in order for Grantor, its grantees, transferees, successors and assigns, to move locomotives, equipment and personnel required in connection with rail transportation service with respect to Duck Creek North, or any portion(s) thereof (which right of use shall be prior and paramount to any and all adverse claims of title or interest, liens, security interests or other encumbrances), Grantee, its successors and

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assigns, shall not abandon, or discontinue the use for the continuation of railroad service of, or, other than for the continuation of railroad service, sell or convey, all or any part of such Lines, or any interest therein, the use of which would be reasonably necessary or appropriate in order for Grantor to use the Bridge Easement and other rights provided in this Article, without the express written approval of Grantor, its grantees, transferees, successors and assigns, first obtained. Notwithstanding the preceding sentence, Grantee, its successors and assigns, may abandon or so discontinue the use of or so sell or convey all or any part of such Lines, or any interest therein, if there remain other lines, including the Shoreline and/or Air Line Subdivisions, or portion(s) thereof, connecting Grantor's lines immediately south of the Real Estate to Duck Creek North subject to the Bridge Easement and said rights and covenants meeting all of the requirements of this Article, in which case, if requested by written notice from Grantee to do so, Grantor will release such Lines, including the Shoreline and Air Line Subdivisions, or portion(s) thereof or interests therein, so abandoned or discontinued, sold or conveyed from the Bridge Easement and the rights and covenants provided in this Article.

10. No sale, conveyance, disposition, abandonment or discontinuance shall release Grantee, its successors and assigns, from any of its obligations hereunder or under the Agreement or the other Transfer Documents unless specifically agreed to in writing by Grantor, its grantees, transferees, successors and assigns.

11. Grantee, for itself, its successors and assigns, covenants that there will, at all times until the termination of the Bridge Easement pursuant to paragraph 12 below, be lines connecting Grantor's lines immediately south of the Real Estate to Duck Creek North subject to the Bridge Easement and other rights and covenants which are available for Grantor's use and which meet

all of the requirements of this Article and the Agreement, and that in the event of any failure to meet all of said requirements, Grantee shall pay to Grantor any excess of Grantor's costs of the movement of locomotives, equipment and personnel required in connection with continued rail transportation service with respect to Duck Creek North, or any portion(s) thereof, over the costs which would have been incurred in the absence of such failure of Grantee. For purposes of this paragraph 11, the term "Grantor" shall have the meaning set forth in paragraph 5 of this Article II.

12. The Bridge Easement and other rights set forth in this Article shall terminate when all rights, current or potential, of Grantor to operate trains over all or any part of the trackage of Duck Creek North (including rights which may be reserved or agreed to in connection with any sale of all or any part of Duck Creek North) have expired. For purposes of this paragraph 12, the term "Grantor" shall have the meaning set forth in paragraph 5 of this Article.

ARTICLE III

1. Grantor reserves and retains for itself, its grantees, transferees, successors and assigns, forever, non-exclusive permanent easements in gross, for use (i) by U S Telecom, Inc. (U S Sprint Communications Company, successor to U S Telecom, Inc.), or any affiliate, subsidiary, assignee, partner, joint venturer, or successor entity thereof for fiber optics purposes, all pursuant to the terms of an Easement Agreement by and between Grantor and U S Telecom, Inc., dated March 3, 1986, and to retain all (100 per cent) of the gross revenues receivable therefrom, and (ii) by AT&T Communications of Wisconsin, Inc., or any affiliate, subsidiary, assignee, partner, joint venturer, or successor entity thereof for fiber optics purposes, all pursuant to the terms of an Easement Agreement dated January 27, 1987, and

to retain all (100 per cent) of the gross revenues receivable therefrom.

2. Grantee, its successors and assigns, shall, upon request of the Grantor, its grantees, transferees, successors and assigns, confirm in writing the existence of the easement rights retained and reserved by the Grantor under this Article.

ARTICLE IV

1. Grantor reserves and retains for itself, its grantees, transferees, successors and assigns, forever, the right to an equal (50 per cent each) share of, and Grantee, for itself, its successors and assigns, agrees to share equally (50 per cent each) with Grantor, all gross revenues from (i) U S Telecom, Inc. (U S Sprint Communications Company, successor to U S Telecom, Inc.), or any affiliate, subsidiary, assignee, partner, joint venturer, or successor entity thereof for fiber optics purposes pursuant to any amendment(s) or extension(s) to the terms of the Easement Agreement between Grantor and U S Telecom, Inc. (U S Sprint Communications Company, successor to U S Telecom, Inc.), dated March 3, 1986; (ii) AT&T Communications of Wisconsin, Inc., or any affiliate, subsidiary, assignee, partner, joint venturer, or successor entity thereof for fiber optics purposes pursuant to any amendment(s) or extension(s) to the terms of the Easement Agreement between Grantor and AT&T Communications of Wisconsin, Inc. dated January 27, 1987; (iii) Koch Pipelines, Inc., or any affiliate, subsidiary, assignee, partner, joint venturer or successor entity thereof for a pipeline, all pursuant to the terms of an Agreement for Underground Utility Easement dated December 17, 1987, and any amendment(s) thereto, or extension(s) thereof, in, under and through the portion(s) of the Real Estate identified in such agreement; (iv) the City of Manitowoc, Wisconsin in connection with the condemnation of an easement for a storm sewer over the portion of the Real Estate identified in

the Amended Award of Damages; and (v) leases, licenses and easements now or hereafter in existence, with respect to all longitudinal occupations, each of which aggregates one mile or more in length, in, on, under, over, across and along the Real Estate, or any portion(s) thereof, whether or not any such occupation runs parallel with any Line(s), or at right or other angle(s) thereto, or underneath or over any Line(s), or any combination(s) thereof, with respect to water, gas, sanitary sewer, storm sewer, drains, conduits, pipelines, telephone, radio, radar or laser transmission systems, wire, fiber, fiber optics, utility, electric and energy transmission lines and conduits, except those occupations hereinbefore reserved and retained in Article III wholly (100 per cent) to Grantor (the "Longitudinal Occupations").

2. Grantor, its grantees, transferees, successors and assigns, shall be entitled to a full accounting and computation (and reasonable support therefor) and shall also have the right during normal business hours, upon notice to the Grantee, its successors and assigns, to inspect, audit and copy at its expense the books, accounts and records of the Grantee, with respect to collections of gross revenues for such Longitudinal Occupations. Grantor's 50 per cent of all gross revenues to be so shared shall be paid by Grantee, its successors and assigns, to Grantor, its grantees, transferees, successors and assigns, within sixty (60) days from receipt thereof. Furthermore, the Grantee, its successors and assigns, agrees to furnish to the Grantor, its grantees, transferees, successors and assigns, within sixty (60) days after the end of each calendar year, annual reports from its chief accounting officer certifying as to the then existing Longitudinal Occupations, the outstanding receivables, if any, as of the end of such year, and the actual amount(s), if any, collected and paid to Grantor.

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3. Grantee, its successors and assigns, shall, upon request of the Grantor, its grantees, transferees, successors and assigns, confirm in writing the existence of the gross revenue rights retained and reserved by Grantor, for itself, its grantees, transferees, successors and assigns, in this Article.

ARTICLE V

1. The terms, covenants and reservations contained in this Deed, including the Bridge Easement and related rights and covenants, the specified 100 per cent reservations and the Longitudinal Occupations reservation, and the other terms, covenants and rights contained in this Deed, shall run with the land and burden the property affected thereby and any interest therein and shall be binding upon the parties hereto, their lessees, licensees, transferees, grantees, successors and assigns, and shall inure to the benefit of Grantor and Grantee and their corporate successors and assigns, including their grantees, transferees and other successors only to the extent assigned by Grantor or Grantee, but shall not confer any rights on any other persons or entities. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY CONTAINED IN THIS DEED, EXCEPT FOR THE GRANTOR AND GRANTEE AND THEIR CORPORATE SUCCESSORS AND ASSIGNS, NO OTHER PARTY SHALL HAVE ANY RIGHTS, BENEFITS, INTERESTS OR PRIVILEGES UNDER THIS DEED NOR UNDER ANY PROVISION OF THE AGREEMENT, NOR SHALL BE ENTITLED TO RELY THEREON, NOR SHALL BE DEEMED A THIRD PARTY BENEFICIARY THEREOF, BUT RATHER SHALL LOOK SOLELY TO SUCH RIGHTS, BENEFITS, INTERESTS AND PRIVILEGES AS MAY BE CREATED UNDER SEPARATE INSTRUMENTS ENTERED INTO WITH THEM OR GRANTED TO THEM BY THE GRANTEE OR THE GRANTOR, OR THEIR CORPORATE SUCCESSORS AND ASSIGNS.

2. All notices, claims, requests, designations, approvals, consents, agreements, demands and waivers shall be in writing and shall be properly served if sent by overnight courier or by United States registered mail, postage prepaid, addressed as

follows (or to another address or person as a party may specify on notice to the other):

(a) If to Grantee:

FRVR Corporation
200 Dousman Street
Box 2527
Green Bay, Wisconsin 54306
Attention: President

(b) If to Grantor:

Chicago and North Western Transportation Company
165 North Canal Street
One North Western Center
Chicago, Illinois 60606
Attention: Vice President - Real Estate &
Industrial Development

With copy at same address to:

Attention: Vice President - Finance

3. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS DEED, THE AGREEMENT, ANY BILL OF SALE OR OTHER TRANSFER DOCUMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS OF TITLE OR INTEREST, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REAL ESTATE, THE IMPROVEMENTS THEREON OR ANY INTEREST CONVEYED HEREBY, ALL SUCH PROPERTIES AND INTERESTS BEING HEREBY CONVEYED ON AN "AS IS, WHERE IS" BASIS.

4. All amounts payable by one of the parties to the other pursuant to this Deed shall, if not paid when due, bear interest from the due date (or, in the absence of a specified due date, from the earlier of the date when payment should reasonably have been made and the date of receipt of notice of claim therefor pursuant to paragraph 2 of this Article) until the date on which paid at an interest rate 200 basis points over the Prime Rate of the Continental Illinois National Bank and Trust Company of Chicago from time to time in effect.

5. Grantor certifies that the subject property may and shall, if released from the liens of the Mortgage Indenture and

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DEED NO. 85478
Resolution Dated
Authorization No. November 16, 1987

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statements A and B dated as of June 29, 1983 by Grantor and Midwestern Railroad Properties, Incorporated to Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Chicago, as Co-Agents, be automatically released from the lien of the Consolidated Mortgage dated as of January 15, 1984, as supplemented and amended, by Grantor to American National Bank and Trust Company of Chicago, as Trustee, pursuant to Article Nine, Section 14 thereof.

IN WITNESS WHEREOF THIS DEED has been executed by the Grantor and the Grantee in multiple counterparts, each of which shall be deemed an original, as of this 9th day of December, 1988.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By Robert W. Mickey
ROBERT W. MICKEY, Vice President

Attest: J. J. Stourac
J. J. STOURAC, Assistant Secretary

Grantee joins in the execution of this Deed to acknowledge its agreement with and acceptance of the terms, reservations, covenants and conditions stated herein (together the "Grantor's Rights"), that Grantor's Rights were and are an essential part of the consideration for this transaction and that Grantee, for itself, and its successors and assigns, agrees that any construction of Grantor's Rights shall be made to confer upon Grantor, and to the extent herein permitted, its lessees, licensees, grantees, transferees, successors and assigns, utilization of the Real Estate by such parties consistent with the object, purposes and limitations contained in this Deed.

FRVR CORPORATION

By Stephen M. S.
President

Attest: Lee J. Johnson
Secretary

L-79-1

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY THAT ROBERT W. MICKEY and J. J. STOURAC, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of December, 1988.

Richard S. Kennerley
NOTARY PUBLIC, in and for the County of Cook, in the State of Illinois

My Commission Expires: November 8, ¹⁹⁹²~~1988~~

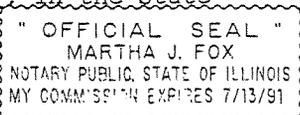
STATE OF Illinois)
) SS:
COUNTY OF Cook)

I, MARtha J. Fox, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Stephen Selby and Lee K. Johnson, to me personally known and known to me to be, respectively, President and Secretary of FRVR CORPORATION, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 8th day of December, 1988.

Martha J. Fox
NOTARY PUBLIC in and for the County of Cook in the State of Illinois

My Commission Expires: 7/13/91



This instrument was prepared by the Chicago and North Western Transportation Company, One North Western Center, 165 North Canal Street, Chicago, Illinois 60606.

E X H I B I T " A "

STATE OF WISCONSIN

Strips of land of varying widths located in the Counties of Brown, Fond du Lac, Manitowoc, Outagamie, Washington, Waukesha, Waupaca and Winnebago, State of Wisconsin, including all of Grantor's rights of way, station grounds and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit:

SEGMENT 1

WAUKESHA COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Marinette, Wisconsin (through Fond du Lac and Green Bay) and the Easterly line of Waukesha County, Wisconsin, being also the Easterly line of Section 1, Township 8 North, Range 20 East of the Fourth Principal Meridian, said intersection (M.P. 99.48) being located 480 feet, more or less, Southerly of the Northeast corner of said Section 1; thence Northwesterly along said main line track center line to a point on the North line of said Section 1, distant 380 feet, more or less, West of the Northeast corner thereof, said North Line of Section 1 being also the North line of said Waukesha County, Wisconsin.

WASHINGTON COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Marinette, Wisconsin (through Fond du Lac and Green Bay) and the Southerly line of Washington County, Wisconsin, being also a point on the Southerly line of Section 36, Township 9 North, Range 20 East of the Fourth Principal Meridian, distant 380 feet, more or less, West of the Southeast corner thereof; thence Northwesterly along said main line track center line traversing the following Sections:

Township 9 North, Range 20 East of the Fourth Principal Meridian,
Sections 36, 25, 26, 23, 14, 15, 10, 9, 4 and 5;

Township 10 North, Range 20 East of the Fourth Principal Meridian,
Sections 32, 29, 30, 19, 18, 7 and 6;

Township 11 North, Range 19 East of the Fourth Principal Meridian,
Sections 36, 25, 24, 13, 14, 11, 12, 1 and 2;

Township 12 North, Range 19 East of the Fourth Principal Meridian,
Sections 35, 34, 27, 22, 15, 10, 9, 4 and 5,

to a point on the North Line of said Section 5, distant 1,400 feet, more or less, West of the Northeast corner thereof, said North line of Section 5 being also the North line of said Washington County, Wisconsin.

FOND DU LAC COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Marinette, Wisconsin (through Fond du Lac and Green Bay) and the Southerly line of Fond du Lac County, Wisconsin, being also a point on the Southerly line of Section 32, Township 13 North, Range 19 East of the Fourth Principal Meridian, distant 1,400 feet, more or less, West of the Southeast corner thereof; thence

Northwesterly along said main line track center line traversing the following Sections:

Township 13 North, Range 19 East of the Fourth Principal Meridian, Sections 32, 31, 30 and 19;

Township 13 North, Range 18 East of the Fourth Principal Meridian, Sections 24, 13, 12, 11 and 2;

Township 14 North, Range 18 East of the Fourth Principal Meridian, Sections 35, 26, 27, 22, 15, 16, 9, 8, 5 and 6;

Township 14 North, Range 17 East of the Fourth Principal Meridian, Section 1;

Township 15 North, Range 17 East of the Fourth Principal Meridian, Sections 36, 25, 26, 23, 22, 15, 10, 3 and 4;

Township 16 North, Range 17 East of the Fourth Principal Meridian, Sections 33, 28, 29, 20, 17, 8, 5 and 6,

to a point on the North line of said Section 6 distant 776 feet Westerly of the Northeast corner thereof, said North line of Section 6 being also the North line of said Fond du Lac County, Wisconsin; INCLUDING all of the Grantor's spur track rights-of-way extending Southwesterly from the above described main line track center line in Sections 5, 6 and 7, all in Township 14 North, Range 18 East of the Fourth Principal Meridian; ALSO INCLUDING all of the Grantor's Branch Line (running from Fond du Lac, Wisconsin to Janesville, Wisconsin) main track extending Southwesterly from the above described main track center line through Sections 15, 22 and 21, all in Township 15 North, Range 17 East of the Fourth Principal Meridian to a point on the South right of way line of U.S. Highway No. 41; ALSO INCLUDING all of the Grantor's Branch Line (running from Fond du Lac, Wisconsin to Sheboygan, Wisconsin) main track extending Northerly from the above described main track center line in Sections 10 and 3, both in Township 15 North, Range 17 East of the Fourth Principal Meridian; EXCLUDING AND EXCEPTING all of the Grantor's former Branch Line (running from Fond du Lac, Wisconsin to Ripon, Wisconsin) right of way lying Westerly of a line parallel with and distant 50 feet Southwesterly, measured at right angles, from the center line of the Grantor's main line track, extending from Milwaukee, Wisconsin to Marinette, Wisconsin (through Fond du Lac and Green Bay), in Sections 3 and 4, both in Township 15 North, Range 17 East of the Fourth Principal Meridian.

WINNEBAGO COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Marinette, Wisconsin (through Fond du Lac and Green Bay) and the Southerly line of Winnebago County, Wisconsin; being also a point on the Southerly line of Section 31, Township 17 North, Range 17 East of the Fourth Principal Meridian, distant 800 feet Westerly of the Southeast corner thereof; thence Northwesterly along said main line track center line traversing the following Sections:

Township 17 North, Range 17 East of the Fourth Principal Meridian, Sections 31, 30, 19 and 18;

Township 17 North, Range 16 East of the Fourth Principal Meridian, Sections 13, 12 and 1;

Township 18 North, Range 16 East of the Fourth Principal Meridian, Sections 36, 25, 24, 13, 12 and 1;

thence Northeasterly continuing along said main line track center line traversing the following Sections:

Township 19 North, Range 16 East of the Fourth Principal Meridian, Section 36;

Township 19 North, Range 17 East of the Fourth Principal Meridian,
Sections 31, 30, 19, 18, 17, 8, 5 and 4;

Township 20 North, Range 17 East of the Fourth Principal Meridian,
Sections 33, 28, 27, 22, 15, 16, 9, 4 and 3,

to a point on the North line of said Section 3, distant 480 feet, more or less, Easterly of the North Quarter corner thereof, said North line of Section 3 being also the North line of said Winnebago County, Wisconsin; INCLUDING all of the Grantor's connecting track extending Westerly of the above described main line track center line through Sections 1, 2 and 3, all in Township 18 North, Range 16 East of the Fourth Principal Meridian to the Grantor's former Branch Line main track extending from Oshkosh, Wisconsin to Hortonville, Wisconsin; thence Southerly along said former Branch Line main track through Sections 3, 10, 15, 14 and 23, all in Township 18 North, Range 16 East of the Fourth Principal Meridian.

OUTAGAMIE COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Marinette, Wisconsin (through Fond du Lac and Green Bay) and the Southerly line of Outagamie County, Wisconsin, being also a point on the Southerly line of Section 33, Township 21 North, Range 17 East of the Fourth Principal Meridian, distant 706 feet Easterly of the Southwest corner thereof; thence Northeasterly along said main line track center line traversing the following Sections:

Township 21 North, Range 17 East of the Fourth Principal Meridian,
Sections 33, 34, 27, 26, 25 and 24;

Township 21 North, Range 18 East of the Fourth Principal Meridian,
Sections 19, 20, 21, 22, 15, 14, Private Claim No.'s 1, 35, 34, 33, 3, and the fractional Northeast Quarter of Section 13;

Township 21 North, Range 19 East of the Fourth Principal Meridian,
Sections 18, 7, 8, 5 and 4,

to a point on the Easterly line of said Section 4, distant 1,932 feet Southerly of the Northeast corner thereof, said Easterly line of Section 4 being also the Easterly line of said Outagamie County, Wisconsin; INCLUDING all of the Grantor's connecting track and spur track rights-of-way extending Southerly of the above described main line track center line in Private Claims 34 and 35 both in Township 21 North, Range 18 East of the Fourth Principal Meridian to the Southwesterly line of said Private Claim 35.

BROWN COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Marinette, Wisconsin (through Fond du Lac and Green Bay) and the Westerly line of Brown County, Wisconsin, being also a point on the Westerly line of Section 3, Township 21 North, Range 19 East of the Fourth Principal Meridian, distant 1,932 feet Southerly of the Northwest corner thereof; thence Northeasterly along said main line track center line traversing the following Sections:

Township 21 North, Range 19 East of the Fourth Principal Meridian,
Sections 3 and 2;

Township 22 North, Range 19 East of the Fourth Principal Meridian,
Sections 35, 26, 23, 24 and 13,

to a point in the fractional Northwest Quarter of the Southeast Quarter of said Section 13, said point being also on the Southwesterly line of Lot 140 of "Williams Grant", according to the recorded Plat thereof; thence continuing Northeasterly along said

main line track center line traversing the following Lots: 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116 and 115, all in said "Williams Grant", according to the recorded Plat thereof, to a point on the Northeasterly line of said Lot 115, said point being also a point in the fractional Southwest Quarter of Section 5, Township 22 North, Range 20 East of the Fourth Principal Meridian; thence continuing Northeasterly along said main track traversing the following Sections:

Township 22 North, Range 20 East of the Fourth Principal Meridian, Section 5;

Township 23 North, Range 20 East of the Fourth Principal Meridian, Sections 32, 33 and 28,

to a point in the fractional Northeast Quarter of said Section 28, said point being also on the Southwesterly line of Private Claim 29, West of the Fox River; thence continuing Northeasterly along said main line track center line traversing the following:

- Private Claim 29 West of the Fox River
- Private Claim 28 West of the Fox River
- Private Claim 27 West of the Fox River
- Private Claim 26 West of the Fox River
- Private Claim 25 West of the Fox River
- Private Claim 24 West of the Fox River
- Private Claim 23 West of the Fox River
- Private Claim 22 West of the Fox River
- Private Claim 21 West of the Fox River
- Private Claim 20 West of the Fox River
- Private Claim 30 West of the Fox River
- Private Claim 19 West of the Fox River
- Private Claim 18 West of the Fox River
- Private Claim 17 West of the Fox River
- Private Claim 16 West of the Fox River
- Private Claim 15 West of the Fox River
- Private Claim 14 West of the Fox River
- Private Claim 13 West of the Fox River
- Private Claim 12 West of the Fox River
- Private Claim 11 West of the Fox River
- Private Claim 10 West of the Fox River
- Private Claim 9 West of the Fox River
- Private Claim 8 West of the Fox River
- Private Claim 7 West of the Fox River
- Private Claim 6 West of the Fox River
- Private Claim 5 West of the Fox River
- Private Claim 4 West of the Fox River
- Private Claim 3 West of the Fox River

to the Northeasterly line of said Private Claim 3; thence continuing Northerly and Northwesterly along said main line track center traversing the following tracts of land, to wit:

- A part of Private Claim 2 West of the Fox River,
- The unsurveyed part of Private Claim 2 West of the Fox River,
- The Vacant Strip of land claimed by Alexander Gardepie,
- Private Claim 1 West of the Fox River,
- Dousman's Claim,

A tract of land referred to as the "Rail Road Tract", being a part of the Fort Howard Military Reserve, according to the recorded plat thereof, lying Northerly of said Dousman's Claim,

The Claim known as the Laventure or Whitney tract;

thence continuing along said main line track center line, Northwesterly, through a tract of land known as the Fort Howard Military Reserve, according to the recorded Plat thereof, to a point in Lot 4 of said Fort Howard Military Reserve, said point (M.P. 4.0) being also a point on the Easterly extension of the South line of Section 10, Township 24 North, Range 20 East of the Fourth Principal Meridian, distant 2,335 feet, more or less, Easterly of the Southwest corner of said Section 10, and there terminating; INCLUDING all of the Grantor's spur track rights-of-way lying between the above described main line track center line and the Fox River; ALSO INCLUDING all of the Grantor's spur track rights-of-way, being either wholly owned or jointly owned, extending Southeasterly from the above described main line track center line in said Fort Howard Military Reserve, through Private Claim 1 East of the Fox River, Eastman's Addition to Green Bay and Martins Addition to Green Bay, according to the recorded Plats thereof, and the West Half of Section 32, Township 24 North, Range 21 East of the Fourth Principal Meridian. EXCLUDING AND EXCEPTING the signboard, access thereto and any income derived therefrom with respect to certain real estate conveyed by the Grantor to Jeffrey G. Smet by Deed #85094, dated November 21, 1986, said deed being recorded in Brown County, Wisconsin on December 9, 1986 in Volume 11266, Image 43.

SEGMENT 2

OUTAGAMIE COUNTY, STATE OF WISCONSIN

Beginning at a point (M.P. 112.32) located in Lot 2 of Section 22, South of the Fox River, Township 21 North, Range 18 East of the Fourth Principal Meridian, said point being the intersection of the Easterly extension of the South line of Block 13 in the Recorded Plat of Ledyard and the center line of the Grantor's Branch Line main track extending from Kaukauna, Wisconsin to New London, Wisconsin; thence Westerly along said Branch Line main track traversing the following Sections:

Township 21 North, Range 18 East of the Fourth Principal Meridian,
Sections 22, 23, 24, 25, 26, 27, 28, 29 and 30, all South of the
Fox River;

* Township 21 North, Range 17 East of the Fourth Principal Meridian,
Sections 25, 36, 35, 34, 33, 28, 29, 20, 19 and 18;

Township 21 North, Range 16 East of the Fourth Principal Meridian,
Sections 13, 12, 11, 10, 3, 4, 5 and 6;

Township 21 North, Range 15 East of the Fourth Principal Meridian,
Sections 1 and 2;

Township 22 North, Range 15 East of the Fourth Principal Meridian,
Sections 35, 34, 27, 28, 21, 20, 19, 18 and 7,

to a point (M.P. 140.90±) in the Southwest Quarter of the Northwest Quarter of said Section 7, said point being a point 50 feet Southerly, measured at right angles, from the center line of the main track of the Green Bay and Western Railroad Company, and there terminating; INCLUDING all of the Grantor's spur track right-of-way known as the "Kimberly-Little Chute Loop" located Northerly of the above described Branch Line main track in Sections 25, 26, 27 and 28, all South of the Fox River, in Township 21 North, Range 18 East of the Fourth Principal Meridian; ALSO INCLUDING all of the Grantor's spur track right-of-way extending Westérly from the above described Branch Line main track in the Southwest Quarter of Section 7, Township 22 North, Range 15 East of the Fourth Principal Meridian; ALSO INCLUDING all of the Grantor's former Kaukauna to Manitowoc Branch Line main track extending Southerly from the above described Branch Line main track (extending from Kaukauna to New London) through Sections 22 and 21, South of the Fox River, in Township 21 North, Range 18

East of the Fourth Principal Meridian to a point in Government Lot 8 in said Section 21, being on the most Northerly line of a parcel of land described as follows:

Commencing at a point 47 feet S 83°-06' W of and 36.4 feet S 6°-54' E of the Northwest corner of Government Lot 3, Section 36, Township 21 North, Range 18 East; thence N 81°-11' E along the C.T.H. "CE" reference line 1759.07 feet to a perpendicular line hereinafter referred to as "Line A"; thence N 81°-11' E, 100 feet to a perpendicular line hereinafter referred to as "Line B"; thence N 81°-11' E, 350 feet to a perpendicular line hereinafter referred to as "Line C"; thence N 81°-11' E, 50 feet to a perpendicular line hereinafter referred to as "Line D"; thence N 81°-11' E, 50 feet to a perpendicular line hereinafter referred to as "Line E"; thence N 81°-11' E, 50 feet to a perpendicular line hereinafter referred to as "Line F", and the point of beginning of the parcel being described, thence North on "Line F", 200 feet; thence Westerly to a point on "Line A", 170 feet Northerly of said C.T.H. "CE" reference line; thence Southeasterly to a point on "Line B", 180 feet South of said reference line; thence Easterly to a point on "Line F", 200 feet South of said reference line; thence Northerly to the point of beginning; ALSO INCLUDING all of the Grantor's connecting track and spur track rights-of-way extending Northerly from the Grantor's Branch Line main track center line in Section 21 (extending from Kaukauna to New London) to a point on the Southwesterly line of Private Claim No. 35, all in Township 21 North, Range 18 East of the Fourth Principal Meridian.

WAUPACA COUNTY, STATE OF WISCONSIN

All of the Grantor's connecting track and spur track rights-of-way located in the Southeast Quarter of the Northeast Quarter, the East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 12, Township 22 North, Range 14 East of the Fourth Principal Meridian.

SEGMENT 3

MANITOWOC COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Green Bay Wisconsin (through Sheboygan and Manitowoc), and the Southerly line of Manitowoc County, Wisconsin, being also the Southerly line of Section 33, Township 17 North, Range 23 East of the Fourth Principal Meridian, said intersection (M.P. 62.285) being located 1,320 feet Westerly of the Southeast corner of said Section 33; thence Northerly along said main line track center line traversing the following Sections:

Township 17 North, Range 23 East of the Fourth Principal Meridian,
Sections 33, 28, 21, 16, 15, 10 and 3;

Township 18 North, Range 23 East of the Fourth Principal Meridian,
Sections 34, 27, 26, 23, 14, 13, 12 and 1;

Township 19 North, Range 23 East of the Fourth Principal Meridian,
Sections 36, 25, 24, 13, 12 and 1;

Township 20 North, Range 23 East of the Fourth Principal Meridian,
Sections 36, 25, 26, 23, 14, 15, 10, 3 and 4;

Township 21 North, Range 23 East of the Fourth Principal Meridian,
Section 31;

Township 21 North, Range 22 East of the Fourth Principal Meridian,
Sections 36, 25, 26, 23, 22, 15, 10 and 3,

to a point on the North line of said Section 3, distant 347 feet, more or less, Easterly of the Northwest corner thereof, said North line of Section 3 being also the North line of said Manitowoc County, Wisconsin; INCLUDING all of the Grantor's Manitowoc "Belt Line" lying Easterly of the above described main line track center line in Section 36, Township 19 North, Range 23 East of the Fourth Principal Meridian and in Sections 31, 32 and 29, Township 19 North, Range 24 East of the Fourth Principal Meridian; ALSO INCLUDING all of the Grantor's former Branch Line main track (extending from Manitowoc, Wisconsin to Kaukauna, Wisconsin) lying Westerly of the above described main line track center line in the Northeast Quarter of the Northeast Quarter of Section 24, the South Half of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 13, all in Township 19 North, Range 23 East of the Fourth Principal Meridian.

BROWN COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Green Bay, Wisconsin (through Sheboygan and Manitowoc), and the Southerly line of Brown County, Wisconsin, being also the Southerly line of Section 34, Township 22 North, Range 22 East, said intersection being located 303 feet Easterly of the Southwest corner of said Section 34; thence Northwesterly along said main line track center line traversing the following Sections:

Township 22 North, Range 22 East of the Fourth Principal Meridian, Sections 34, 33, 28, 21, 16, 9, 8, 5 and 6;

Township 23 North, Range 22 East of the Fourth Principal Meridian, Section 31;

Township 23 North, Range 21 East of the Fourth Principal Meridian, Sections 36, 25, 26, 23, 22, 21, 16, 9 and the fractional Southeast Quarter of 8,

to a point on the Southeasterly line of Private Claim 10 East of the Fox River; thence continuing Northwesterly along said main line track center line traversing the following:

- Private Claim 10 East of the Fox River
- Private Claim 11 East of the Fox River
- Private Claim 12 West of the Fox River
- Private Claim 13 West of the Fox River
- Private Claim 11 West of the Fox River
- Private Claim 10 West of the Fox River
- Private Claim 9 West of the Fox River

to a point (M.P. 113.30) located on the Southerly line of 9th Street in the City of Green Bay, Brown County, Wisconsin, and there terminating.

SEGMENT 4

MANITOWOC COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from from Milwaukee, Wisconsin

to Green Bay Wisconsin (through Sheboygan and Manitowoc), and the center line of the Grantor's Branch Line main track extending from Manitowoc, Wisconsin to Two Rivers, Wisconsin, said intersection (M.P. 76.31) being located in the Northeast Quarter of the Southeast Quarter of Section 25, Township 19 North, Range 23 East of the Fourth Principal Meridian; thence Northeasterly along said Branch Line main track center line traversing the following Sections:

Township 19 North, Range 23 East of the Fourth Principal Meridian, Section 25;

Township 19 North, Range 24 East of the Fourth Principal Meridian, Sections 30, 19, 18, 17, 16, 9, 10, 11, 2 and 1,

to the end of the Branch Line main track in the Southeast Quarter of said Section 1; INCLUDING all of the Grantor's spur track rights-of-way lying Northerly of the above described Branch Line main track in said Section 1, Township 19 North, Range 24 East of the Fourth Principal Meridian.

STATE OF WISCONSIN	} ss.
Department of State	
Received this <u>12th</u> day of	
<u>December</u> A. D. 19 <u>88</u> at <u>—</u>	
o'clock <u>—</u> M. and recorded in Vol.	
<u>55</u> of <u>RRM</u>	
on page <u>383-405</u>	
<u>Douglas L. Follette</u>	
Secretary of State	

L-79-1

Jim Walsh

From: cfrank35@comcast.net
Sent: Tuesday, August 26, 2014 2:54 PM
To: Jim Walsh
Subject: Re: Abandoned Lines

Jim,
The line was never in Union Pacific hands.

in 1988 it was sold to FRVR, 1992 to Wisconsin Central and in 2001 to Canadian National.

This Line was from Granville to Green Bay.

Frank Carlson
CNWHS Archives

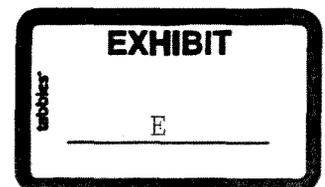
From: joepiersen@comcast.net
To: "Frank Carlson" <cfrank35@comcast.net>
Sent: Thursday, August 21, 2014 3:56:23 PM
Subject: Fwd: Abandoned Lines

From: "Jim Walsh" <Jim.Walsh@Appleton.org>
To: "archive@cnwhs.org" <archive@cnwhs.org>
Sent: Thursday, August 21, 2014 12:34:36 PM
Subject: Abandoned Lines

Good Afternoon,
The City of Appleton is trying to find information concerning an existing track in the City of Appleton. The track is identified on a map from 1937 as track 317 of the Ashland Division. The track includes a bridge over the Fox River and is identified as Br No. 489 F Ash Div. 14 D.P.G. Sps. Is there any way to know if this track and bridge were abandoned or if they were transferred to another Railroad? We have heard it may be either Canadian National or Union Pacific. We would appreciate any possible assistance.

Jim

James P. Walsh
City Attorney
100 N. Appleton Street
Appleton, Wi. 54911
(920)832-6423



RAILROAD BRIDGE – STRUCTURE OVER WATER LEGAL

ALL OF THE OWNER’S INTEREST IN A RAILROAD BRIDGE, INCLUDING ALL OF ITS APPURTENANCES, LOCATED ON, IN AND OVER THE FOX RIVER AND BEING A PART OF THE NORTHEAST ¼ (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 35 AND ALSO A PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 36, ALL IN TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN AND THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED BY:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35;
THENCE SOUTH 00°08’02” EAST 342.25 FEET M/L TO THE INTERSECTION OF THE CENTERLINE OF AN EXISTING RAILROAD TRACK AND BRIDGE STRUCTURE OVER THE FOX RIVER WITH THE EAST LINE OF THE NE ¼ OF SAID SECTION 35 AND BEING THE POINT OF BEGINNING;
THENCE NORTHWESTERLY 247 FEET M/L ALONG THE CENTERLINE OF SAID RAILROAD TRACKS TO THE SOUTHWESTERLY SHORELINE OF SAID FOX RIVER

AND ALSO

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36;
THENCE SOUTH 00°08’02” EAST 342.25 FEET M/L TO THE INTERSECTION OF THE CENTERLINE OF AN EXISTING RAILROAD TRACK AND BRIDGE STRUCTURE OVER THE FOX RIVER WITH THE WEST LINE OF THE NW ¼ OF SAID SECTION 36 AND BEING THE POINT OF BEGINNING;
THENCE SOUTHEASTERLY 308 FEET M/L ALONG THE CENTERLINE OF SAID RAILROAD TRACKS TO THE NORTHEASTERLY SHORELINE OF SAID FOX RIVER AND THE TERMINUS OF THIS DESCRIPTION.

INCLUDING ALL THOSE RIGHTS OF THE OWNER TO MAINTAIN AND IMPROVE AN EXISTING RAILROAD BRIDGE STRUCTURE THAT CROSSES THE FOX RIVER AND THAT IS CONTAINED WITHIN THE AFORE DESCRIBED LANDS.

SEE ALSO ATTACHED EXHIBIT “A”.

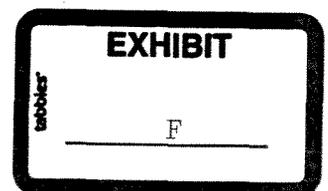
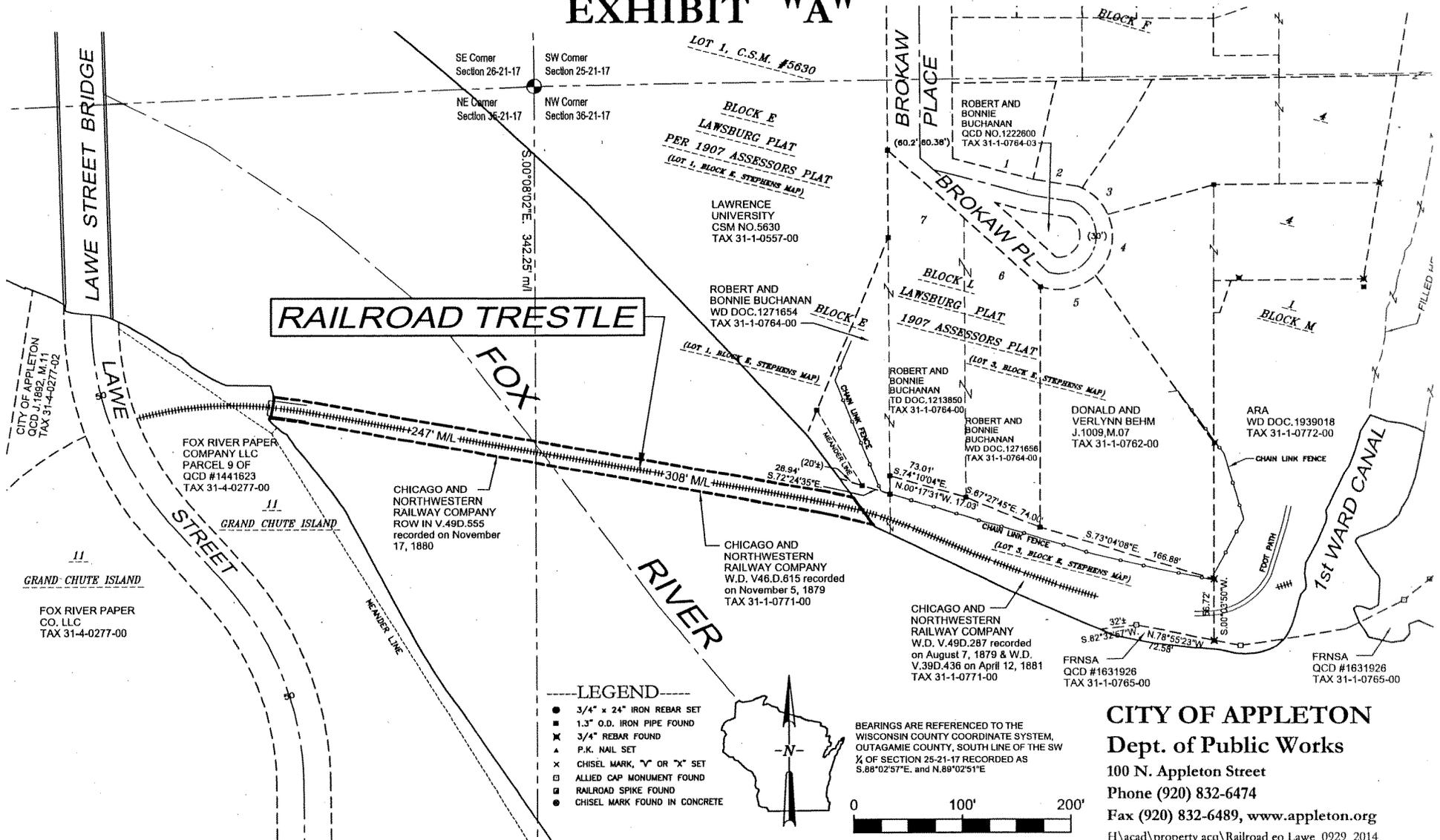
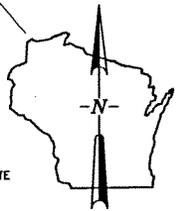


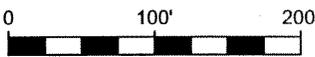
EXHIBIT "A"



- LEGEND**
- 3/4" x 24" IRON REBAR SET
 - 1.3" O.D. IRON PIPE FOUND
 - ✱ 3/4" REBAR FOUND
 - ▲ P.K. NAIL SET
 - ✕ CHISEL MARK, "Y" OR "X" SET
 - ALLIED CAP MONUMENT FOUND
 - ▣ RAILROAD SPIKE FOUND
 - CHISEL MARK FOUND IN CONCRETE



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, SOUTH LINE OF THE SW 1/4 OF SECTION 25-21-17 RECORDED AS S.88°02'57"E. and N.89°02'51"E



CITY OF APPLETON
Dept. of Public Works
 100 N. Appleton Street
 Phone (920) 832-6474
 Fax (920) 832-6489, www.appleton.org
 H:\acad\property acq\Railroad eo Lawe_0929_2014



September 17, 2012

JAMES P. WALSH
CITY OF APPLETON
100 NORTH APPLETON STREET
APPLETON, WI 54911

Re: Bridge Ownership near S. Lawe Street, Appleton, WI

Mr. Walsh:

This will respond to your letter dated August 22, 2012 regarding subject.

Based on our review all right, title and interest (including bridges) in this area was quitclaimed to FRVR Corporation via Deed No. 85473, dated December 9, 1988 by CNW. I would guess this deed is recorded in the County records and FRVR Corporation may have bridge records.

Regards,

A handwritten signature in black ink, appearing to read "Rod Peterson".

Rod Peterson
Senior Manager – Real Estate

Real Estate

UNION PACIFIC RAILROAD
1400 Douglas Street, Stop 1690
Omaha, Nebraska 68179-1690
fx. (402) 501-0340

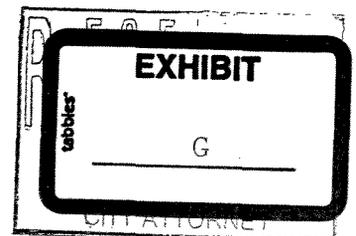


EXHIBIT "A"

STATE OF WISCONSIN

Strips of land of varying widths located in the County of Outagamie, State of Wisconsin, including all of Grantor's rights of way, station grounds and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit:

TRANSFER
2,550.⁰⁰
 FEE

OUTAGAMIE COUNTY, STATE OF WISCONSIN

Beginning at the intersection of the center line of the Grantor's main line track extending from Milwaukee, Wisconsin to Howard, Wisconsin (through Fond du Lac and Green Bay) and the Southerly line of Outagamie County, Wisconsin, being also a point on the Southerly line of Section 33, Township 21 North, Range 17 East of the Fourth Principal Meridian, distant 706 feet Easterly of the Southwest corner thereof; thence Northeasterly along said main line track center line traversing the following Sections:

Township 21 North, Range 17 East of the Fourth Principal Meridian.
 Sections 11, 14, 27, 18, 25 and 34;

Township 21 North, Range 18 East of the Fourth Principal Meridian.
 Sections 19, 20, 21, 22, 15, 14, Private Claim No.'s 1, 15, 14, 13, 1, and the fractional Northeast Quarter of Section 13;

Township 21 North, Range 18 East of the Fourth Principal Meridian.
 Sections 18, 7, 8, 5 and 4.

to a point on the Easterly line of said Section 4, distant 1,932 feet Southerly of the Northeast corner thereof, said Easterly line of Section 4 being also the Easterly line of said Outagamie County, Wisconsin; INCLUDING all of the Grantor's connecting track and spur track rights-of-way extending Southerly of the above described main line track center line in Private Claims 14 and 15 both in Township 21 North, Range 18 East of the Fourth Principal Meridian to the Southeasterly line of said Private Claim 15.

DUTAGAMIE COUNTY, STATE OF WISCONSIN

Beginning at a point (M.P. 112.32) located in Lot 7 of Section 22, South of the Fox River, Township 21 North, Range 18 East of the Fourth Principal Meridian, said point being the intersection of the Easterly extension of the South line of Block 13 in the Recorded Plat of Ledyard and the center line of the Grantor's Branch Line main track extending from Kaukauna, Wisconsin to New London, Wisconsin; thence Westerly along said Branch Line main track traversing the following Sections:

Township 21 North, Range 18 East of the Fourth Principal Meridian, Sections 22, 23, 24, 25, 26, 27, 28, 29 and 30, all South of the Fox River;

Township 21 North, Range 17 East of the Fourth Principal Meridian, Sections 25, 26, 33, 34, 33, 28, 29, 20, 19 and 18;

Township 21 North, Range 16 East of the Fourth Principal Meridian, Sections 13, 12, 11, 10, 9, 4, 5 and 6;

Township 21 North, Range 15 East of the Fourth Principal Meridian, Sections 1 and 2;

Township 22 North, Range 15 East of the Fourth Principal Meridian, Sections 35, 34, 27, 28, 21, 20, 19, 18 and 7.

to a point (M.P. 140 90+/-) in the Southwest Quarter of the Northwest Quarter of said Section 7, said point being a point 50 feet Southerly, measured at right angles, from the center line of the main track of the Green Bay and Western Railroad Company, and there terminating; INCLUDING all of the Grantor's spur track right-of-way known as the "Kimberly-Little Chute Loop" located Northerly of the above described Branch Line main track in Sections 25, 26, 27 and 28, all South of the Fox River, in Township 21 North, Range 18 East of the Fourth Principal Meridian; ALSO INCLUDING all of the Grantor's spur track right-of-way extending Westerly from the above described Branch Line main track in the Southwest Quarter of Section 7, Township 22 North, Range 15 East of the Fourth Principal Meridian; ALSO INCLUDING all of the Grantor's spur track rights-of-way extending Southerly from the above described Branch Line main track (extending from Kaukauna to New London) through Sections 22 and 21, South of the Fox River, in Township 21 North, Range 18 East of the Fourth Principal Meridian to a point in Government Lot 8 in said Section 21, being on the most Northerly line of a parcel of land described as follows:

Commencing at a point 47 feet S 81'-06" W of and 36.4 feet S 6'-54" E of the Northwest corner of Government Lot 3, Section 26, Township 21 North, Range 18 East; thence N 81'-11" E along the C.T.H. "CZ" reference line 1759.07 feet to a perpendicular line hereinafter referred to as "Line A"; thence N 81'-11" E, 100 feet to a perpendicular line hereinafter referred to as "Line B"; thence N 81'-11" E, 150 feet to a perpendicular line hereinafter referred to as "Line C"; thence N 81'-11" E, 50 feet to a perpendicular line hereinafter referred to as "Line D"; thence N 81'-11" E, 50 feet to a perpendicular line hereinafter referred to as "Line E"; thence N 81'-11" E, 50 feet to a perpendicular line hereinafter referred to as "Line F", and the point of beginning of the parcel being described, thence North on "Line F", 200 feet; thence Westerly to a point on "Line A", 170 feet Northerly of said C.T.H. "CZ" reference line; thence Southeasterly to a point on "Line B", 180 feet South of said reference line; thence Easterly to a point on "Line F", 200 feet South of said reference line; thence Northerly to the point of beginning; ALSO INCLUDING all of the Grantor's connecting track and spur track rights-of-way extending Northerly from the Grantor's Branch Line main track center line in Section 21 (extending from Kaukauna to New London) to a point on the Southwesterly line of Private Claim No. 35, all in Township 21 North, Range 18 East of the Fourth Principal Meridian.

J 15552 I 50

EXCLUDING AND EXCEPTING all of the Grantor's right title and interest in the following described lands, to wit:

ALL THAT PART OF GOVERNMENT LOTS 3 AND 4 OF SECTION 27, T21N, R18E, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LANDS OWNED BY THE FOX RIVER VALLEY RAILROAD, THE EAST LINE OF MAIN STREET AND THE NORTH LINE OF BEVERLY STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE 550.77 FEET ALONG THE ARC OF A 635.30 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST HAVING A CHORD OF N73°30'42"W 533.68 FEET TO THE NORTHWEST CORNER OF LOT 2 OF BLOCK 56 OF GILMORES PLAT; THENCE N00°18'27"W 66.57 FEET TO THE NORTHERLY LINE OF LANDS OWNED BY THE FOX RIVER VALLEY RAILROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE 542.07 FEET ALONG THE ARC OF A 701.30 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST HAVING A CHORD OF S75°26'35"E 528.67 FEET TO THE INTERSECTION WITH THE EAST LINE OF MAIN STREET EXTENDED; THENCE S00°15'50"E ALONG SAID LINE 85.16 FEET TO THE POINT OF BEGINNING CONTAINING 0.827 ACRES OF LAND MORE OR LESS, AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Return to - State Title Services Inc.
P. O. BOX 85355
Lincoln NE 68501-5355

Jamie Sova

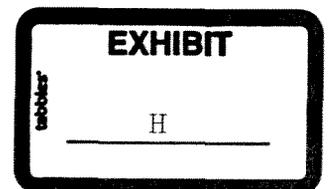
From: Jim Walsh
Sent: Thursday, June 26, 2014 11:38 AM
To: Jamie Sova
Subject: FW: Kimberly Tollers Letter
Attachments: Union Pacific - Kimberly Tollers Information 09-12-12.pdf

From: Tollers, Kimberly - DOT [<mailto:Kimberly.Tollers@dot.wi.gov>]
Sent: Thursday, September 13, 2012 9:37 AM
To: Wood, Doug - OCR
Cc: Jim Walsh
Subject: FW: Kimberly Tollers Letter

Doug, I'm trying to find abandonment info for a RR trestle / spur in Appleton for the City. The bridge appears to be part of an old industrial spur track owned by CNW then sold or "assimilated" by UP. Outagamie County GIS lists the current owner as UP. (I think UP maybe disputing this). Jackie at CN told me they are definitely not the owners despite owning track up to the spur on Grand Chute Island.

RHS has no info about an abandonment at this location and I find nothing in the STB database or Hein online. Is there a way to find out if the OCR ruled on an abandonment of the spur in past?

Thanks,
Kim





From: Jim Walsh [mailto:Jim.Walsh@appleton.org]
Sent: Wednesday, September 12, 2012 10:46 AM
To: Tollers, Kimberly - DOT
Subject: Fwd: Kimberly Tollers Letter

Kimberly,
Information from the City is attached. Thank you.
Jim

James P. Walsh
Appleton City Attorney
100 N. Appleton St.
Appleton, Wi. 54911
(920) 832- 6423
fax (920) 832-5962

>>> Jamie Sova 9/12/2012 10:23 AM >>>
Here is the letter with the attachments.



"...meeting community needs...enhancing quality of life."

OFFICE OF THE CITY ATTORNEY

100 North Appleton Street
Appleton, WI 54911
Phone: 920/832-6423
Fax: 920/832-5962

September 12, 2012

Ms. Kimberly Tollers
Wisconsin Department of Transportation

VIA EMAIL

Re: Abandoned Railroad Line in the City of Appleton

Kimberly,

Thank you for your email of September 11, 2012 indicating what information you would need from the City of Appleton to assist us in determining ownership and abandonment status of a railroad line in the city of Appleton. I have attached for your information a diagram and legal description of the property and trestle the City of Appleton is interested in.

As to ownership, our research indicates that the track was originally owned by the Chicago and Northwestern Railway Company and that ownership of the track then passed to the Union Pacific in 1995. We have not looked at the issue of who operated last on this particular line. If that is a piece of information that would be of assistance to you we can certainly follow up and see what the City has. Once again, thank you for your willingness to help. If there is additional information that you require, please do not hesitate contact me.

Sincerely,

James P. Walsh
City Attorney

Enclosure

JPW:js

RAILROAD PROPERTY LEGAL EAST OF LAWE STREET TO WISCONSIN DAIRIES CO-OP

ALL OF THE OWNER'S INTEREST IN:

A PART OF LOT 3, BLOCK E, LAWSBURGH PLAT IN FIRST WARD OF THE CITY OF APPLETON, ACCORDING TO JOHN STEPHENS MAP OF 1872 AND BEING LOCATED IN THE NW ¼ OF THE NW ¼ OF FRACTIONAL SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BEING ALL THOSE LANDS IN AND MORE FULLY DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 39 OF DEEDS ON PAGE 436 AS DOCUMENT NO.56579 AND RECORDED ON APRIL 12TH, 1881 IN THE OUTAGAMIE COUNTY REGISTER OF DEEDS OFFICE

AND

A PART OF LOT 3, BLOCK E, LAWSBURGH PLAT IN FIRST WARD OF THE CITY OF APPLETON, ACCORDING TO JOHN STEPHENS MAP OF 1872 AND BEING LOCATED IN THE NW ¼ OF THE NW ¼ OF FRACTIONAL SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BEING ALL THOSE LANDS IN AND MORE FULLY DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 49 OF DEEDS ON PAGE 287-288 AS DOCUMENT NO.50716 AND RECORDED ON AUGUST 7TH, 1879 IN THE OUTAGAMIE COUNTY REGISTER OF DEEDS OFFICE

AND

A STRIP OF LAND AND/OR WATER 50 FEET IN WIDTH AND BEING A PART OF LOT 1, BLOCK E, LAWSBURGH PLAT IN FIRST WARD OF THE CITY OF APPLETON, ACCORDING TO JOHN STEPHENS MAP OF 1872 AND ALSO A LANDS UNDER WATER ADJACENT TO SAID LOT AND BEING LOCATED IN THE NW ¼ OF THE NW ¼ OF FRACTIONAL SECTION 36, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN, BEING ALL OF THOSE LANDS IN AND MORE FULLY DESCRIBED IN A DEED RECORDED IN VOLUME 46 OF DEEDS ON PAGE 615 AS DOCUMENT NO.51521 AND RECORDED ON NOVEMBER 5TH, 1879 IN THE OUTAGAMIE COUNTY REGISTER OF DEEDS OFFICE.

AND

A PORTION OF THOSE LANDS DESCRIBED IN A GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN VOLUME 49 OF DEEDS ON PAGE 555-558 AS DOCUMENT NO.55201 AND RECORDED ON NOVEMBER 17TH, 1880 IN THE OUTAGAMIE COUNTY REGISTER OF DEEDS OFFICE AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND AND/OR WATER 50 FEET IN WIDTH AND THE CENTERLINE OF WHICH IS DESCRIBED BY: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OF AN EXISTING RAILROAD TRACK OVER THE FOX RIVER WITH THE EAST LINE OF THE NE ¼ OF FRACTIONAL SECTION 35, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN AND BEING THE POINT OF BEGINNING;

THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY 375 FEET ± ALONG THE CENTERLINE OF SAID RAILROAD TRACKS AND THE EXTENSION THEREOF TO THE EASTERLY LINE OF LAWE STREET AND THE TERMINUS OF SAID 50 FOOT WIDE STRIP. THE SIDELINES OF SAID 50 FOOT WIDE STRIP SHALL BE LENGTHENED OR SHORTENED TO MEET THE EASTERLY LINE OF LAWE STREET.

THE ABOVE DESCRIPTIONS CONTAIN A TOTAL OF 0.64 ACRES OF LAND M/L AND .6 ACRES OF WATER M/L.

SEE ALSO ATTACHED EXHIBIT "A".

INCLUDING ALL THOSE RIGHTS OF THE OWNER TO MAINTAIN AND IMPROVE AN EXISTING RAILROAD BRIDGE STRUCTURE THAT CROSSES THE FOX RIVER AND THAT IS CONTAINED WITHIN THE AFORE DESCRIBED LANDS.

Jamie Sova

From: Alfred.Forstall@stb.dot.gov
Sent: Tuesday, August 12, 2014 4:12 PM
To: Jamie Sova
Cc: Michael.Higgins@stb.dot.gov
Subject: Abandonment record search - City of Appleton Trestle

Jamie:

My apologies for taking so long to answer your request for information about the Fox River railroad trestle (Bridge No. 1234 / 489 F. Ash Div.) in Appleton. You had asked three questions about the trestle. 1) Had it been abandoned; 2) if so, could you get copies of the documentation, and 3) if not, is there any information regarding the owner.

Unfortunately, I was not able to find any records indicating that the trestle in question had ever been abandoned. Initially, the line in question ran across the Fox River on the trestle and along the north bank of the river before bending away from the river past Bellaire Park to a connection with the C&NW line to Green Bay. A 1928 map of Appleton on the Outagamie County website shows the line in place all the way to the connection with the Green Bay line. Subsequently, the connection was severed, but the remaining spur was left in place to serve one or two industries along the river. It is not clear when the connection was severed, but a 1957 USGS map of Appleton indicates that it was gone by that time. As the line was a through line of railroad at one time, the railroad probably should have asked the ICC for authority to abandon. However, I found no records of an abandonment of either the connection or the remaining spur.

There are no records in the STB library regarding the ownership of the bridge. However, I think that the remaining spur (which if not abandoned is an active line of railroad), would otherwise have been conveyed to the Fox River & Western prior to the acquisition of the remaining C&NW assets by UP in 1995. If this is true, ownership of the spur and the bridge would have passed to Wisconsin Central and finally to Canadian National, despite its claims otherwise. How else could CN have come into possession of the approach track south of the river? (It is very likely that the remaining spur was defunct by the time of the CN acquisition of the WC, which may explain why CN does not claim ownership.)

I regret that I was unable to find any abandonment records as that means that I am completely uncertain about the status of the bridge and the railroad line. Nevertheless, I hope this information is of some help to you. Please do not hesitate to contact me if further questions arise.

Best regards,

Fred Forstall

U.S. Surface Transportation Board, Rail Customer and Public Assistance Program
395 E Street SW, Washington, DC 20423
202-245-0241 alfred.forstall@stb.dot.gov



Opinions expressed by employees of the Rail Customer & Public Assistance Program (RCPA) of the Surface Transportation Board are theirs alone, and do not represent opinions of, or by, the Board or its Commissioners or Directors. Formal opinions of the Board may only be obtained via a formal proceeding. Positions taken by RCPA employees might not be followed by the Board should a formal proceeding be initiated; and spoken or written comments may be withdrawn by the Board at its discretion. All matters discussed with RCPA employees are confidential and subject to the same confidentiality provisions as administrative dispute resolutions pursuant to 49 C.F.R. 1109.3 and 5 U.S.C. 574. Except as specifically set forth in 5 U.S.C. 574, neither RCPA employees nor the parties to an informal matter before the RCPA shall disclose any informal dispute resolution communication.

From: Jamie Sova <Jamie.Sova@Appleton.org>
To: "Alfred.Forstall@stb.dot.gov" <Alfred.Forstall@stb.dot.gov>
Date: 07/25/2014 02:34 PM
Subject: City of Appleton Trestle

EXHIBIT

I



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June 9, 2014

Mr. Bill Lecker, Park Planner
Appleton Parks, Recreation, and Facilities Management Department
1819 Witzke Boulevard
Appleton, WI 54911

SUBJECT: Appleton Trestle Cost Estimate

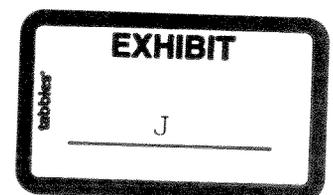
Dear Bill:

The City of Appleton is pursuing a project that would convert the existing inactive railroad trestle east of Lawe Street and south of Lawrence University to a shared use trail. The trail would connect the North Island Trail along the Fox River to the proposed development on the Foremost Dairies site and adjacent residential neighborhood.

The City is investigating the feasibility of acquiring the trail and convert it into a shared use trail. Part of this investigation is understanding a preliminary design for this project and the construction costs associated with it. Based upon the structural inspection, a concept design was performed for the trail to help understand the feasibility of constructing a trail on the trestle. We have summarized our major design parameters as follows:

Trestle Structure Parameters (refer to trestle renderings and attachment):

1. 14'-0" wide trail on Trestle per Wisconsin Bicycle Facility Design Handbook.
2. Design requirements per WisDOT Bridge Manual – Pedestrian Bridges.
Pedestrian Live Load = 90 psf, or single occasional maintenance vehicle (bridge width greater than 10'-0") – H10 Truck (20,000 lbs)
3. 48" tall railings on Trestle per AASHTO Guide for Planning, Design, and Operation of Bicycle Facilities. Cable railing design similar to rail at Vulcan Park.
4. Five observation areas 3'-0"x8'-0".
5. Wood composite decking on Trestle for trail surface. (similar to Trex decking)
6. Overhead Lighting provided for 24/7 commuter use.
7. Estimate includes 50'-0" of approach work at each end.
8. Structural repairs performed per Structural Condition Report. We recommend additional investigation at time of final design to confirm extent of deficiencies.





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The above design parameters were used to create a preliminary design for the trail and develop the cost estimate as detailed below.

Total Cost Estimate (include 10% contingency) - \$750,000

Breakdown:

Trestle Trail	- \$555,000
Lighting	- \$67,000
Benches/Monuments/ Amenities	- \$18,000
Engineering/Design/Construction Services	- \$110,000

Thank you for the opportunity to provide this cost estimate and conduct the structural condition assessment. Please contact with any questions.

Sincerely,

Jeffrey S. Rosner, P.E.
Principal

Attachments: Structural Condition Report, Preliminary Design, Trestle Trail Renderings



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Existing Structural Condition Report

Date: Friday June 6th, 2014

To: Mr. Bill Lecker, Park Planner
Appleton Parks, Recreation, and Facilities Management Department
1819 Witzke Boulevard
Appleton, WI 54911

Project: Lawe Street Railroad Trestle - Appleton
GRAEF Project #: 2014-2011.00

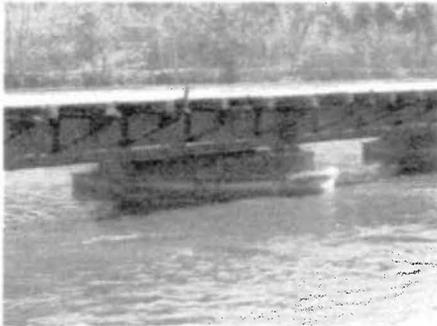
Visit Date: Wednesday April 9th 2014 & Thursday May 22nd 2014

Action: Assess the overall structural condition, integrity and stability of the railroad trestle. Advise in the ability to repurpose the structure as a pedestrian trail. Provide a cost estimate and recommendations regarding repairs necessary to repurpose the structure as intended.

Structure Overview:



- Abandoned railroad trestle bridge spanning over the Fox River.
- Constructed in 1917 by Chicago Bridge & Iron Works according to the plaque on exterior girder on the northwest corner of the bridge. Existing drawings of the structure are not available.
- Last date of service of bridge is unknown, but it has been many years.
- 14-spans, approximately 40'-4" long each
- (4)-39 1/4" deep plate girders per span, spaced 2'-6 1/8" oc
- Topped with 7 3/4" x 8" high railroad ties spaced roughly 12" oc
- A continuous longitudinal line of ties 8" x 5 1/2" high nest into the perpendicular ties with a 1" deep notch and are fastened to the perpendicular ties.
- Abutments are cast concrete and are roughly perpendicular to the CL of the bridge.
- Piers are steel encased concrete and are skewed to the CL of the bridge.



- 6" high steel bearings are used on both abutments and all but one pier (1st pier from the east end) where the bearing height appears to be nearly flush with the top of concrete.
- Steel angle outriggers spaced approximately 5'-5" oc, extend 5'-3" from the center line of the south girder line to support a wood plank catwalk.
- One rail road tie extends across the entire bridge to the end of the catwalk at intervals of approximately 5'-0" oc. These ties are not necessarily aligned with the outriggers.
- Full depth plate diaphragms with angles at the top and bottom are located between the exterior girders and the interior girders.
- Angle cross bracing is provided near the top flange between the interior girders.

Observation Summary:

- More than half of the railroad ties show visible signs of significant to complete deterioration. The other half are very weathered and may also be structurally inadequate despite a relatively better appearance. (Photo 1)
- The steel plate girders below are in poor condition with the following issues noted:
 - Roughly 2/3 to 3/4 of the plate girders have large amounts of corrosion and section loss in the webs, bottom flanges and stiffeners near the ends of the girders. (Photos 2 & 3)
 - The web at the bottom flange and the vertical leg of the bottom flange in at least 1/3 of the interior girders and roughly 3/4 of the exterior girders have section loss within center portion of span. (Photos 4 & 5)
 - At least 1/3 of the interior girders and 2/3 of the exterior girders (interior face) have significant section loss in the stiffeners and/or bottom flanges at the stiffeners. (Photos 6 & 7)
- More than 1/3 of the bearings have anchor bolt section loss. The majority of the bearings themselves may be able to be cleaned and salvaged, but the anchoring will need to be replaced in many locations. (Photo 8)
- The piers are in fair condition. Depth was checked with an extended rod along the edges and out from the pier to see if scour has occurred. The depth was then compared to the depth of the channel mid distance between piers in a few locations. The depths were relatively consistent which leads us to believe that the piers are sound with regard to scour. The upper portions of all the piers are experiencing concrete spalling,

- delamination and vegetation growth on top. (Photos 9 & 10) However, only a few piers have portions of the steel casing that are experiencing significant corrosion. (Photo 11)
- The abutments are in fair condition as well. Portions of the abutment have sections of concrete that have broken off. (Photos 12 & 13) On the east end, scour does not appear to be an issue. On the west end, it appears that there may have been problems with scour or washing out behind the abutment in the past because concrete jax have been placed at the start of the bend in the river behind the abutment. At this time, there does not appear to be any scour at the west abutment, therefore the jax appear to be functioning as intended. (Photo 14)

Structural Rehabilitation and Recommendations

Abutments

The concrete at the abutments appears to be sound with a few areas of spalled or deteriorated concrete. Per the new design, the girders would be shallower, thus lowering the structure or requiring additional pier height to raising the bearing elevation. We would recommend providing a concrete cap on top of the piers to help protect the existing concrete, fill any potential areas of deteriorated concrete, create a solid bearing location for the beams, and create a bearing height to maintain the current elevation of the top of bridge. The front of the abutment should also be protected with riprap to prevent additional deterioration and potential scour.

Piers

The concrete of the piers appears to be sound. However, there was much debris on the piers that needs to be cleaned off. Per the new design, the girders would be shallower, thus the top of structure would be lower or additional pier height to raise the bearing elevation would be required. We would recommend providing a concrete cap on top of the piers to help protect the existing concrete, fill any potential areas of deteriorated concrete, create a solid bearing location for the beams, and create a bearing height to maintain the current elevation of the top of bridge.

Superstructure (Railroad Ties, Girders, and Bearings)

The timber railroad ties are in poor shape and cannot be reused for supporting the deck. A new structural system consisting of timber framing shall be designed to support the decking per required load requirements.

The girders are also in poor shape. We recommend two options:

1. Reuse and modify the existing girders. The bottom 1'-0" of the girder is the most corroded with significant section loss. The bottom portion of the girder could be removed with new angles bolted on each side creating a shallower girder. The girders would be designed to carry the required loads. The existing steel girders would also be cleaned and painted to extend the life of the members.

2. Replace existing girders with new steel girders. The girders would be designed to carry the required loads. The girders could either be weathering steel (require little future maintenance) or painted steel (require future maintenance).

Per our preliminary design, only two girders are required per span (existing condition has four girders per span) for either option.

The bearings are in adequate shape and could be cleaned, painted, and reused if necessary for the new design.

Conclusion:

Overall, the bridge in its current state is in poor condition. The substructure appears to be stable, but is in need of cleaning and repair. The superstructure has deteriorated significantly and will require complete replacement of the ties and girders or complete replacement of the ties and removal and rehabilitation of the girders and bearings. For both options the costs are similar for initial budgeting of the project. Once the project moves forward, it may be worth investigating both options with a contractor to determine overall feasibility and cost implications.

Please contact with any questions.

Sincerely,



Jeffrey S. Rosner, P.E.
Principal



Shelly A. Cornelius, P.E.
Design Engineer



Photo 1 – Deteriorating Railroad Ties



Photo 2 – Corrosion at Girder Ends



Photo 3 – Corrosion at Girder Ends



Photo 4 – Corrosion at Girder Mid-span



Photo 5 – Corrosion at Girder Mid-span



Photo 6 – Corrosion at Stiffeners



Photo 7 – Corrosion at Stiffeners



Photo 8 – Corrosion at Bearing Anchors Bolts



Photo 9 – Vegetation Growth at Piers



Photo 10 – Vegetation Growth at Pier



Photo 11 – Pitting of Steel Casing at Pier



Photo 12 – Concrete Deterioration at East Abutment



Photo 13 – Concrete Deterioration at West Abutment



Photo 14 – Concrete Deterioration and Soil Protection at West Abutment

1150 Springhurst Drive,
Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax

www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:

CITY OF APPLETON
LAWE STREET RAILROAD
TRESTLE TRAIL

ISSUE:

NOT FOR CONSTRUCTION

PROJECT INFORMATION:

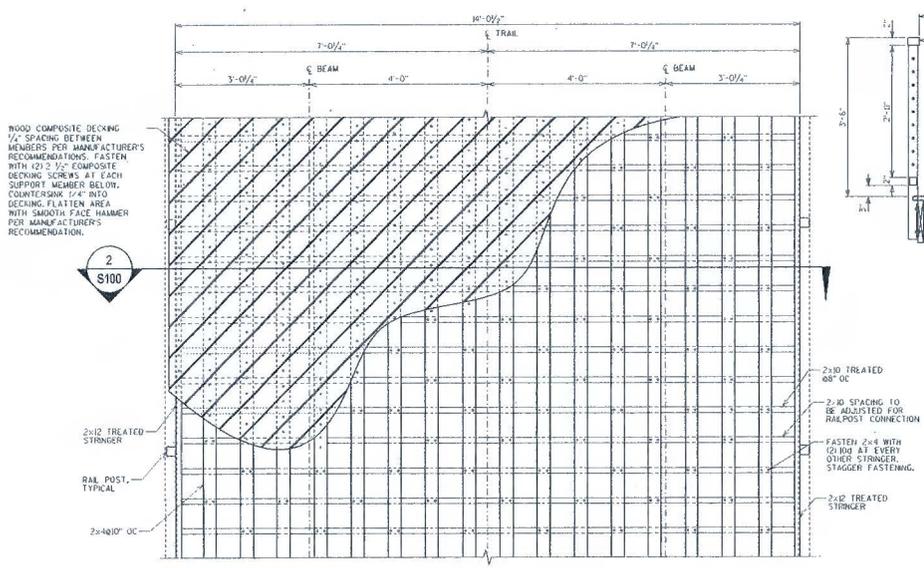
PROJECT NUMBER: 2014-2011.00
DATE: 06.09.2014
DRAWN BY: JDJ
CHECKED BY: JSR
APPROVED BY: JSR
SCALE: AS NOTED

SHEET TITLE:

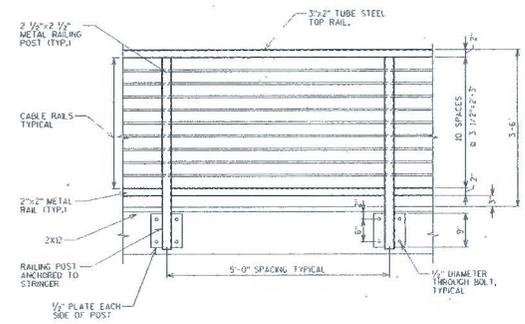
BOARDWALK SECTIONS
& DETAILS

SHEET NUMBER:

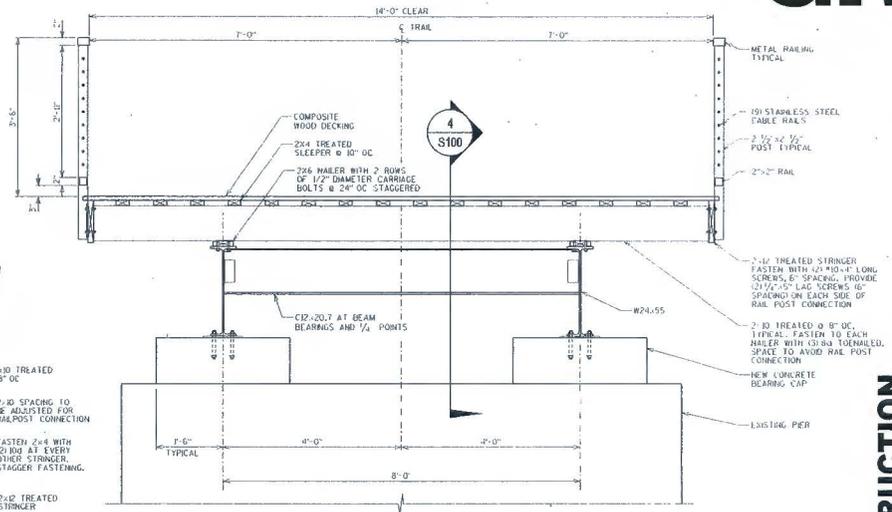
S100



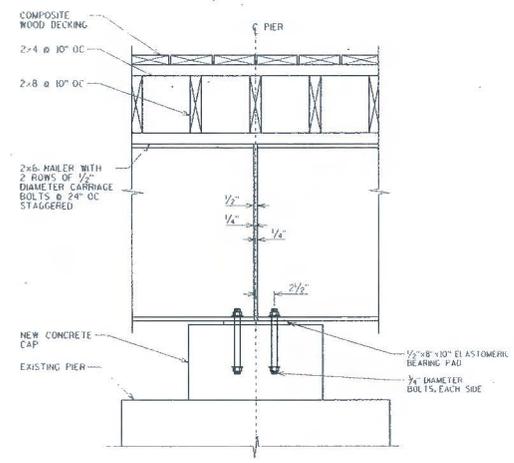
1 S100
3/4" = 1'-0"
DETAILED PLAN VIEW BOARDWALK



3 S100
3/4" = 1'-0"
RAILING ELEVATION BOARDWALK



2 S100
3/4" = 1'-0"
BOARDWALK SECTION



4 S100
1 1/2" = 1'-0"
SECTION

6/9/2014 2:09:24 PM
 J:\0622014\20142011\CAD Structures\pdp\001\00142011_S100.dwg

Jim Walsh

From: Tom Zalewski <tzalewski@bloomcos.com>
Sent: Monday, June 18, 2012 1:14 PM
To: Jim Walsh
Cc: Chad Weyenberg
Subject: Trestle Costs
Attachments: Trestle Sketch.pdf

Jim

Bloom Companies performed a cursory inspection of the "trestle bridge" that crosses the Fox River on May 9, 2012. The bridge is owned by the XXX Railroad and the City of Appleton may purchase the bridge for purposes of converting it to a pedestrian bridge. The bridge is composed of built-up steel girders with timber ties with one set of rails that are still in place. There is also a timber walkway located to the side of the rails. The steel girders consist of a steel web plate with steel angles riveted to the top and bottom to act as flanges.

The timber ties and walkway are in very poor condition and could easily fail from a person walking on them. The steel girders are in fair condition exhibiting approximately 20% section loss on average throughout the girders. Some portions of the girders are in very poor condition, including the girder ends at the abutments where the webs exhibit 100% section loss. Many of the rivets are severely rusted and missing their heads. There is also pack rust in many areas between the angles that act as flanges and the web girder.

The City of Appleton should consider the following when purchasing the bridge:

1. The timber ties are in very poor condition and the public should not be allowed access to the bridge due to safety concerns. There will be a cost to denying access to the bridge. The City should develop an access restriction plan and determine the costs.
2. The steel webs will require spot repairs, especially in areas of 100% section loss. These repairs will consist of welding or bolting steel plates on both sides of the webs. We estimate these costs to be \$10,000.
3. Despite the section loss, the built-up girders are overdesigned for a pedestrian bridge and likely to have considerable reserve capacity; however the reserve capacity is dependent on the condition of the rivets which are in poor condition. We recommend replacing some of the rivets with bolts so there is at least one new bolt per foot in both the top and bottom flanges. We estimate that this cost will be \$30,000.
4. Mobilization. Most contractors will charge a "mobilization" cost for any repairs made on the bridge. We estimate that this cost will be \$10,000.

The above costs are very approximate and do not include any costs to convert the bridge to pedestrian bridge, only costs that would repair the existing bridge.

Tom

Tom Zalewski, PE, SE
Associate Vice President

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