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February 23, 2009

Hon. Anna K. Quinlan,
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Via Electronic Filing

**RE: STB Finance Docket No. 35144 Wisconsin & Southern
Railroad Co.-Acquisition and Operation Exemption-Union
Pacific Railroad Company**

Dear Ms. Quinlan:

On behalf of Wisconsin & Southern Railroad Co. ("WSOR") I am electronically submitting the following by way of amendment and supplement to the Petition for Acquisition and Operation Exemption originally filed February 13, 2009:

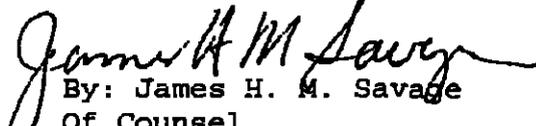
Amended Verified Petition for Exemption reflecting that dispatching, track maintenance, and signal maintenance of the UPRR Spur will be performed by WSOR; with the cost shared by WSOR and UPRR on a per car basis, as well as referencing the Freight Operating Agreement

Exhibits A, B and C; and

Supplemental Certificate of Service.

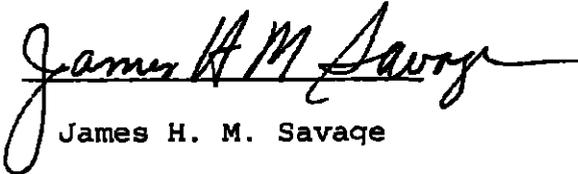
Thank you for your consideration.

Sincerely yours,
John D. Heffner, PLLC


By: James H. M. Savage
Of Counsel

CERTIFICATION OF PROOF OF SERVICE

I certify that I served on February 13, 2009 by first class mail and by electronic mail upon all parties a true copy of the petition for declaratory order, and that I further served this day upon all parties by electronic mail a true copy of the within letter.


James H. M. Savage

Dated: February 23, 2009

late Spring and summer; undue delay could jeopardize the completion of that work, 2) the transaction is minor in scope and uncontroversial in impact, and 3) the transaction will not result in any significant changes in operations or competitive impact.

VIII.

CONCLUSION

Accordingly, WSOR requests that the Board grant it an exemption from the provisions of 49 U.S.C. 10902 to permit it to acquire the specified interests and operate on the subject Line, the Overhead Trackage Rights, the UPRR Spur, the Access Trackage and Interchange Trackage consistent with the agreements covering same between UPRR and WSOR with a decision issued on or about April 15, 2009, effective upon service.

Respectfully submitted,

John D. Heffner, PLLC
1750 K Street, N.W. - Suite 200
Washington, D.C. 20006
Telephone: (202)296-3334


By: James H. M. Savage
Of counsel

Counsel for Petitioner
Wisconsin & Southern
Railroad Co.

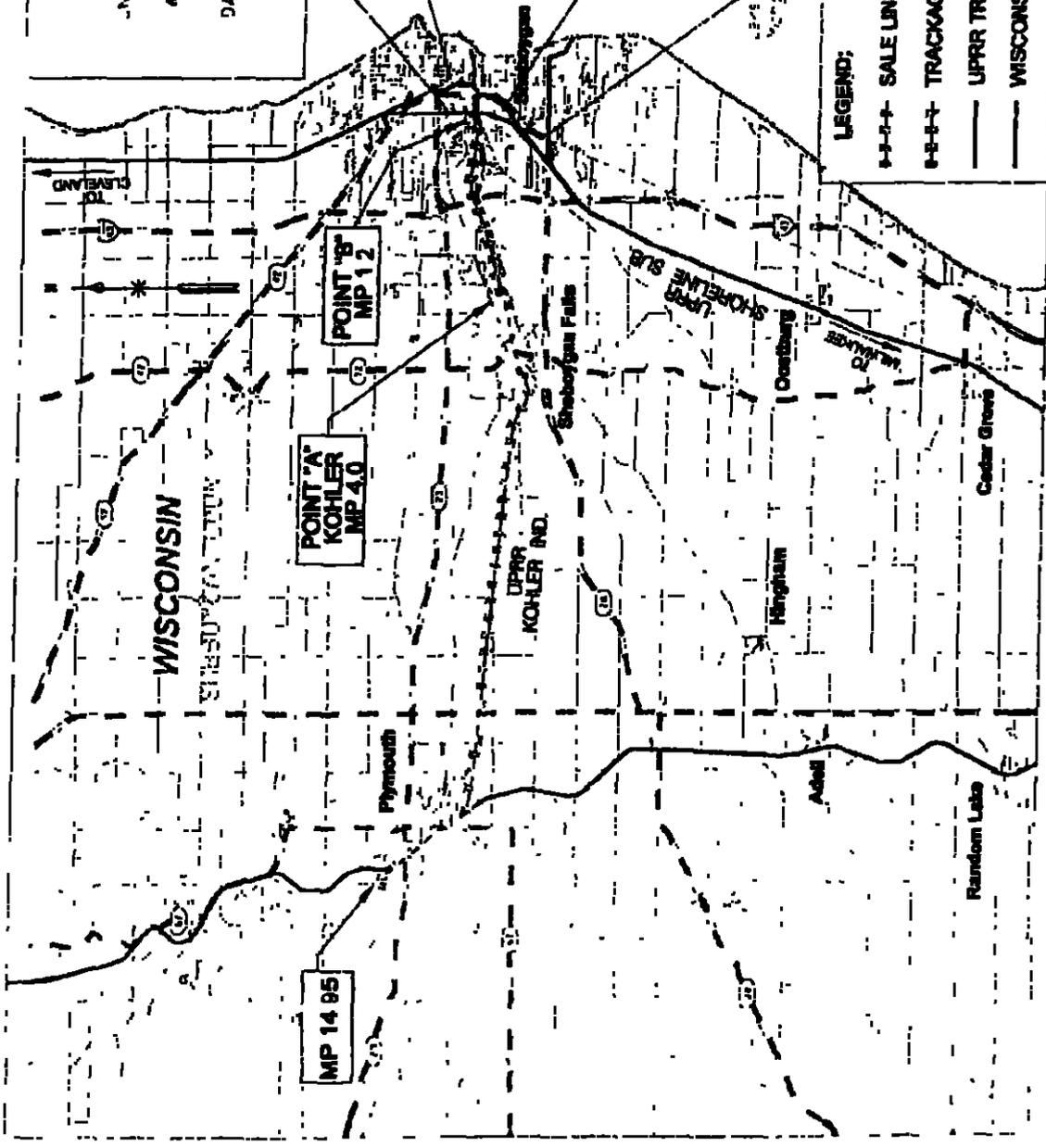
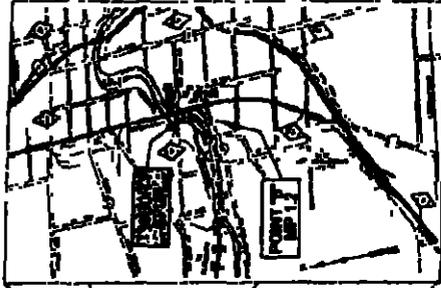
Dated: February 23, 2009

EXHIBIT A

EXHIBIT "A" - 1

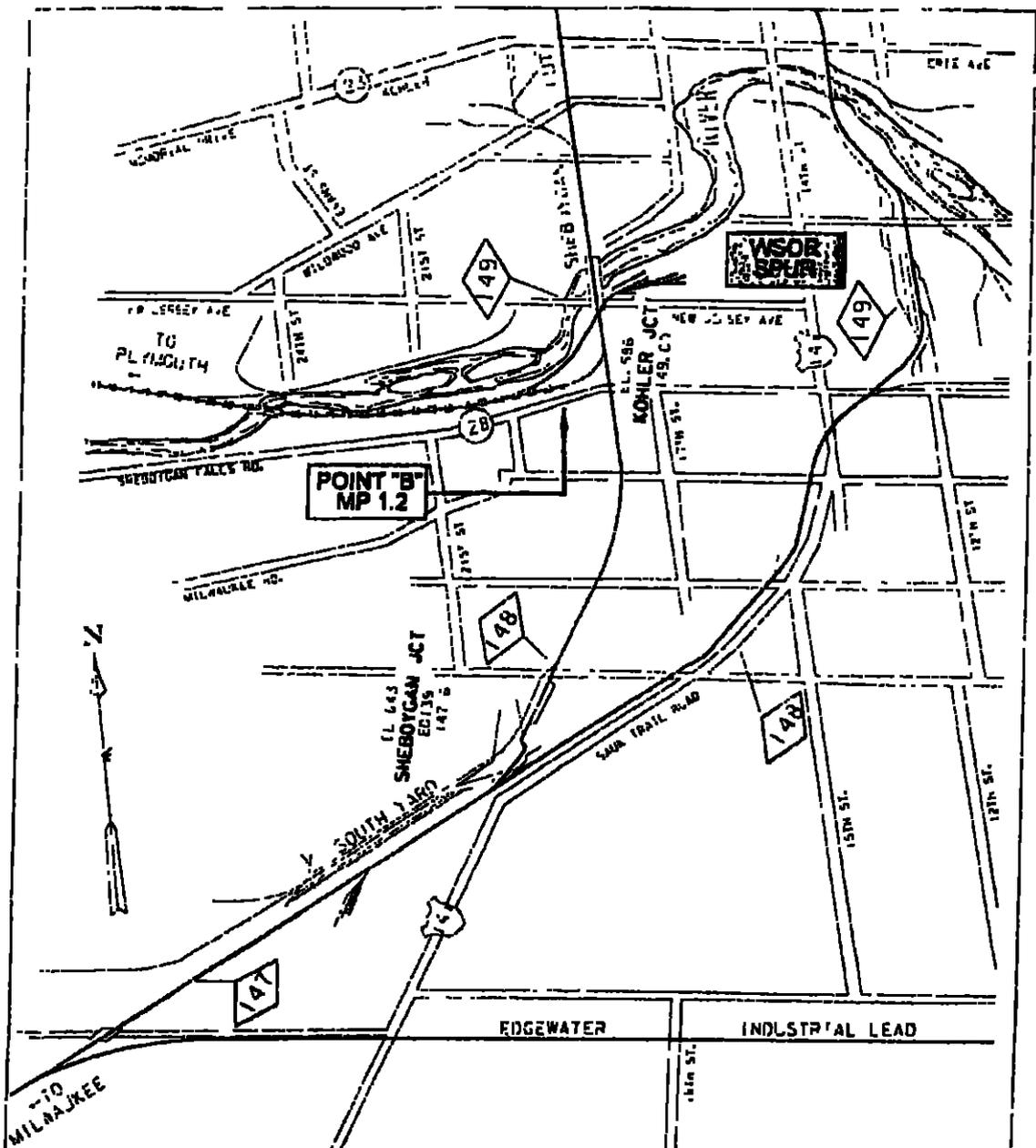
UNION PACIFIC RAILROAD
AND
WISCONSIN SOUTHERN
RAILROAD

DATED NOVEMBER 1, 2007



LEGEND:

- SALE LINE TO WDOT
- TRACKAGE RIGHTS TO WSOR
- UPRR TRACKAGE
- WISCONSIN SOUTHERN RAILROAD



LEGEND:

- TRACKAGE RIGHTS TO WSOR
- ACCESS TRACKAGE
- - - EXHIBIT "B" INTERCHANGE TRACKAGE
- UPRR TRACKAGE

EXHIBIT "A" - 2

INTERCHANGE TRACKS
 between
 UNION PACIFIC RAILROAD
 and
 WISCONSIN SOUTHERN RAILROAD

DATED NOVEMBER 1, 2007

EXHIBIT B

EXHIBIT C

FREIGHT OPERATING AGREEMENT

This Agreement ("Agreement") is made and entered into as of February, 2009 ("Effective Date") between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and **WISCONSIN & SOUTHERN RAILROAD CO.**, a Wisconsin corporation ("Grantee").

RECITALS

A. This Agreement is entered into between Grantor and Grantee pursuant to the Freight Easement Deed and Agreement executed by Grantor and Grantee with an effective date of _____, 2009, under which Grantor quitclaimed to Grantee a freight easement ("Freight Easement") upon, over and across the lines of railroad between Grantor's Milepost 4 0 near Kohler, and Milepost 14 95 at Plymouth, all in Sheboygan County, Wisconsin (the "Property"),

B This Agreement sets forth additional terms and conditions governing Grantee's freight operation of the lines of railroad on Property pursuant to the Freight Easement.

C. Grantee's use, rights and obligations regarding Grantor's right-of-way covered by the Overhead Trackage Rights Agreement (the "Overhead Trackage Rights Agreement"), dated as of the date of this Agreement, shall be governed by such Overhead Trackage Rights Agreement

AGREEMENT

SECTION 1. RAIL SERVICE.

1.1 Beginning on the Effective Date, Grantee is entitled to use the Property for the full and exclusive operation of rail freight service Grantor shall

not grant any rights to any other party to use the Property for the operation of rail freight service. Grantor warrants that as of the Effective Date, there is no other freight rail carrier to which Grantor has granted rights to use the Property

SECTION 2. INTENTIONALLY OMITTED

SECTION 3. ABANDONMENT, SUSPENSION OR DISCONTINUANCE.

3.1 Grantee will not abandon, suspend or discontinue its operation by rail over all or any part of the Property without first applying for and obtaining from the Surface Transportation Board ("STB"), and any other regulatory agency with jurisdiction, any necessary certificate of public convenience and necessity or other approvals or exemptions from regulation for such abandonment, suspension or discontinuance of operations over the Property; PROVIDED, HOWEVER, that Grantee will not seek such regulatory authority, or if no regulatory authority is needed, take any action to suspend or discontinue its operations on the Property, without first giving Grantor sixty (60) days' notice of Grantee's intent to do so.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

4.1 Grantor represents and warrants that:

- (a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and is qualified to do business in the state of Wisconsin.
- (b) It has full power and authority to enter into this Agreement and to carry out the obligations of Grantor hereunder.

(c) Its execution of and performance under this Agreement do not violate any statute, rule, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body

4.2 Grantee represents and warrants that:

(a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is qualified to do business in the State of Wisconsin.

(b) It has full power and authority to enter into this Agreement, and, subject to necessary judicial and regulatory authority, to carry out its obligations hereunder

SECTION 5. OBLIGATIONS OF THE PARTIES.

5.2 Laws. Grantee at its sole cost and expense shall comply with all applicable federal, state and municipal laws, ordinances, and regulations.

5.3 As Is. GRANTEE AND ITS REPRESENTATIVES, PRIOR TO THE EFFECTIVE DATE, WILL HAVE BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH INSPECTIONS OF THE PROPERTY AND MATTERS RELATED THERETO AS GRANTEE AND ITS REPRESENTATIVES DESIRE. GRANTEE SHALL TAKE THE FREIGHT EASEMENT IN AN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR VOLUME OR QUALITY OF TRAFFIC ON THE PROPERTY AND SUBJECT TO (A) ALL OUTSTANDING RIGHTS, AND (B) WITHOUT LIMITATION OF (A) ABOVE,

THE RIGHTS, INTERESTS, CONTRACTS, AGREEMENTS AND LICENSES IDENTIFIED ON EXHIBIT A ATTACHED HERETO AND HEREBY MADE A PART HEREOF (WHICH ARE HEREINAFTER REFERRED TO AS "GRANTOR AGREEMENTS").

5.4 Release FROM AND AFTER THE CLOSING DATE, GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES IN ANY WAY ARISING OUT OF AN ACCIDENT OF EVENT FIRST OCCURRING AFTER THE EFFECTIVE DATE OF THIS AGREEMENT AND CONNECTED WITH THE KNOWN OR UNKNOWN, EXISTING OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO (INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE

CONSERVATION AND RECOVERY ACT) INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER INCLUDING EMPLOYEES, AGENTS OR CONTRACTORS OF GRANTOR, GRANTEE OR ANY THIRD PARTY, AND DAMAGE TO PROPERTY OF GRANTOR, GRANTEE OR ANY THIRD PARTY THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS

5.5 Environmental Indemnity. FROM AND AFTER THE CLOSING DATE, GRANTEE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES (COLLECTIVELY, "ENVIRONMENTAL COSTS"), IN ANY WAY ARISING OUT OF AN ACCIDENT OR EVENT FIRST OCCURRING AFTER THE EFFECTIVE DATE OF THIS AGREEMENT AND CONNECTED WITH THE KNOWN OR UNKNOWN, EXISTING OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW,

ORDINANCE, RULE OR REGULATION APPLICABLE THERETO (INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT), AND INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER INCLUDING EMPLOYEES, AGENTS OR CONTRACTORS OF GRANTOR, GRANTEE OR ANY THIRD PARTY. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS

5.6 General Indemnity. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE NEGLIGENCE, NEGLIGENCE PER SE OR STRICT LIABILITY OF GRANTOR OR GRANTOR'S AGENTS, EMPLOYEES, SERVANTS, AFFILIATED COMPANIES, SUCCESSORS OR ASSIGNS (COLLECTIVELY THE "GRANTOR'S AGENTS"), GRANTEE SHALL PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY AND REIMBURSE GRANTOR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, PENALTIES, FINES, EXPENSES, DAMAGES, LOSSES AND COSTS, INCLUDING ATTORNEY'S FEES (COLLECTIVELY, "COSTS"), INCURRED BY OR ASSESSED AGAINST GRANTOR AND/OR THE GRANTOR'S AGENTS, DUE TO OR RESULTING FROM PERSONAL INJURIES, DEATH, OR PROPERTY LOSS OR DAMAGE ARISING OUT OF GRANTEE'S USE, OPERATION OR MAINTENANCE OF THE PROPERTY

AFTER THE EFFECTIVE DATE OR AS A RESULT OF GRANTEE'S BREACH OF, OR FROM ITS FAILURE TO COMPLY WITH, ANY PROVISIONS OF THIS AGREEMENT, EVEN IF THE COST (A) RESULTS IN WHOLE OR IN PART FROM A VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION BY THE GRANTOR OR THE GRANTOR'S AGENTS, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA"), THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, AND THE OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") OR (B) IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, OR STRICT LIABILITY OF THE GRANTOR; PROVIDED, HOWEVER, THAT ALL COSTS INCLUDING COSTS FOR PERSONAL INJURIES, DEATH OR PROPERTY LOSS ARISING IN CONNECTION WITH TOXIC WASTE OR ENVIRONMENTAL CONDITIONS, WILL BE GOVERNED BY THE PROVISIONS OF SECTIONS 5.3, 5.4, 5.5

5.7 Switch Charge. Grantor is not responsible for and will not absorb any switch charge of any carrier not a party to this Agreement.

SECTION 7. BREACHES; REMEDIES.

7.1 Upon the occurrence of any breach of any term hereof, the injured party shall notify the breaching party in writing and specify the breach and what corrective action is desired to cure the breach. If, upon the expiration of thirty (30) days from the receipt of said notice, the breach has not been cured (or, if such breach cannot be cured within 30 days, steps have not been taken to effect such cure and pursued with all due diligence within said period) and is a material

breach, the injured party has the right (but not the obligation) at its sole option, to cure the breach if possible and be reimbursed by the breaching party for the cost thereof, including any and all reasonable attorney's fees, and for any reasonably foreseeable consequential damages. Nothing herein shall prevent the injured party from resorting to any other remedy permitted under this Agreement or at law or equity including seeking damages and/or specific performance, as shall be necessary or appropriate to make the injured party whole in the premises. Failure of the injured party to demand or enforce a cure for breach in one instance shall not be deemed a waiver of its right to do so for any subsequent breach by the breaching party.

7.2 The failure of any party hereto to enforce at any time any of the provisions of this Agreement or to exercise any right or option which is herein provided shall in no way be construed to be a waiver of such provision(s) as to the future, nor in any way to affect the validity of this Agreement or any part hereof of the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

SECTION 8. ARBITRATION.

8.1 If at any time a question or controversy shall arise between the parties hereto in connection with this Agreement upon which the parties cannot agree, such question or controversy shall be submitted to and settled by a single competent and disinterested arbitrator if the parties to the dispute are able to agree upon such single arbitrator within twenty (20) days after written notice by

one party of its desire for arbitration to the other party. If the parties cannot so agree, the party demanding such arbitration (the demanding party) shall notify the other party (the noticed party) in writing of such demand, stating the question or questions to be submitted for decision and nominating one arbitrator. Within twenty (20) days after receipt of said notice, the noticed party shall appoint an arbitrator, notify the demanding party in writing of such appointment, and at its option submit a counter-statement of question(s). Should the noticed party fail within twenty (20) days after receipt of such notice to name its arbitrator, the arbitrator for the demanding party shall select one for the noticed party so failing. The arbitrators so chosen shall select one additional arbitrator to complete the board. If they fail to agree upon an additional arbitrator, the same shall, upon application of any party, be appointed by the Chief Judge (or acting Chief Judge) of the United States District Court for the District of Delaware upon application by any party after ten (10) days' written notice to the other party.

Upon selection of the arbitrator(s), said arbitrator(s) shall with reasonable diligence determine the questions as disclosed in the parties' statements, shall give all parties reasonable notice of the time and place (of which the arbitrator(s) shall be the judge) of hearing evidence and argument, may take such evidence as they deem reasonable or as either party may submit with witnesses required to be sworn, and may hear arguments of counsel or others. If any arbitrator declines or fails to act, the party (or parties in the case of a single arbitrator) by whom he was chosen or said judge shall appoint another to act in his place. After considering all evidence, testimony and arguments, said single arbitrator or

the majority of said board of arbitrators shall promptly state such decision or award in writing which shall be final, binding and conclusive on all parties to the arbitration when delivered to them. Until the arbitrator(s) shall issue the first decision or award upon any question submitted for arbitration, performance under the Agreement shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

8.2 Each party to the arbitration shall pay the compensation, costs and expenses of the arbitrator appointed in its behalf and all fees and expenses of its own witnesses, exhibits and counsel. The compensation, cost and expenses of the single arbitrator or the additional arbitrator in the board of arbitrators shall be paid in equal shares by all parties to the arbitration

The non-privileged books and papers of all parties, as far as they relate to any matter submitted for arbitration, shall be open to the examination of the other parties and the arbitrator(s).

SECTION 9. MISCELLANEOUS.

9.1 Entire Agreement. This Agreement and the Easement Deed and Agreement express the entire agreement between the parties and supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification of this Agreement shall be binding upon the party affected unless set forth in writing and duly executed by the affected party.

9.2 Notices All notices, demands, requests or other communications which may be or are required to be given, served or sent by any party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or sent:

(a) If intended for Grantor, by mailing by registered or certified mail, return receipt requested, with postage prepaid, addressed to Grantor at:

Union Pacific Railroad Company
1400 Douglas Street
Mailstop 1350
Omaha, Nebraska 68179
Attention Sr Director Rail Line Planning

(b) If intended for Grantee, by mailing by registered or certified mail, return receipt requested, with postage prepaid, addressed to Grantee at:

Wisconsin & Southern Railroad Co.
5300 North 33rd Street
P O Box 9229
Milwaukee, Wisconsin 53209
Attn: President

9.3 Each notice, demand, request or communication which shall be mailed by registered or certified mail to any party in the manner aforesaid shall be deemed sufficiently given, served or sent for all purposes at the time such notice, demand, request or communication shall be either received by the addressee or refused by the addressee upon presentation. Any party may change the name of the recipient of any notice, or his or her address, at any time by complying with the foregoing procedure.

9.4 Successors and Assigns. This Agreement shall run with the land, shall be binding upon and inure to the benefit of Grantor and Grantee, and shall be binding upon the successors and assigns of Grantee, subject to the limitations

hereinafter set forth Grantee may not assign its rights under this Agreement or any interest therein, or attempt to have any other person assume its obligations under this Agreement, without the prior written consent of Grantor, which may be withheld at Grantor's sole and absolute discretion

9.5 Knowledge. For purposes of this Agreement the term "knowledge" means that which is known by an officer of the Grantor at the level of Vice President or above.

9.6 Severability. If fulfillment of any provision hereof or any transaction related hereto shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held ineffective, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

9.7 Article Headings. Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement for any purpose.

9.8 Governing Law This Agreement will be governed and construed in accordance with the laws of the State of Nebraska.

9.9 Amendments No modification, addition or amendments to this Agreement will be effective unless and until such modification, addition or amendment is in writing and signed by the parties.

9.10 Execution Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf, as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By _____

Title: _____

**WISCONSIN & SOUTHERN RAILROAD
CO**

By: _____

Title: _____

EXHIBIT A

(See Sheets Next Attached)

Kohler Industrial Land / assignments List

ALJF_NBR	PURP_DESC	PART_NAME	CITY	SABY	MP_STRT	ANWB_AMT
NW1D3034	Auger Permit/Unloading Device	GILSON BROTHERS CO.	PLYMOUTH	WI	0	0
NW1D3652	Auger Permit/Unloading Device	BEMIS MFR COMPANY	SHEBOYGAN FALLS	WI	0	3
NW1D6776	Auger Permit/Unloading Device	BEMIS MANUFACTURING COMPANY	SHEBOYGAN FALLS	WI	9	0
NW1G239A	Auger Permit/Unloading Device	SULFA FORM COMPANY	PLYMOUTH	WI	0	0
NW1G683	Auger Permit/Unloading Device	SHEBOYGAN FALLS COOP ASSN	SHEBOYGAN FALLS	WI	0	0
NW1X3904	Auger Permit/Unloading Device	SHEBOYGAN FALLS CO-OPERATIVE ASSN	SHEBOYGAN FALLS	WI	0	0
NW1X5658	Auger Permit/Unloading Device	RAYMOND WACHTER	SHEBOYGAN FALLS	WI	0	0
NW1X7662	Auger Permit/Unloading Device	STANDARD OIL CO	PLYMOUTH	WI	0	0
NW19406	Bridge Agreement	STATE OF WISCONSIN	SHEBOYGAN FALLS	WI	0	0
NW1D5657	Crossing - Pedestrian Agreement	PLYMOUTH, CITY OF	PLYMOUTH	WI	6	0
185602	Crossing - Private Roadway	BEMIS MANUFACTURING COMPANY IN	SHEBOYGAN FALLS	WI	71	1566.73
NW1D5815	Crossing - Private Roadway	BEMIS MANUFACTURING CO	SHEBOYGAN FALLS	WI	0	0
NW1D6308	Crossing - Private Roadway	BEMIS MANUFACTURING COMPANY	SHEBOYGAN FALLS	WI	0	0
NW1D6639	Crossing - Private Roadway	BEMIS MANUFACTURING	SHEBOYGAN FALLS	WI	0	0
NW1D6938	Crossing - Private Roadway	JOSEPH E. RICHARDSON, SR	SHEBOYGAN FALLS	WI	0	0
185177	Crossing - Wireline	CHARTER COMMUNICATIONS	SHEBOYGAN FALLS	WI	0	0
185178	Crossing - Wireline	CHARTER COMMUNICATIONS	SHEBOYGAN FALLS	WI	988	0
185278	Crossing - Wireline	CHARTER COMMUNICATIONS	SHEBOYGAN FALLS	WI	908	0
185279	Crossing - Wireline	CHARTER COMMUNICATIONS	SHEBOYGAN FALLS	WI	988	0
185288	Crossing - Wireline	CHARTER COMMUNICATIONS	SHEBOYGAN FALLS	WI	988	0
215739	Crossing - Wireline	CHARTER COMMUNICATIONS	SHEBOYGAN FALLS	WI	999	0
NW1F1266	Crossing - Wireline	BEMIS MANUFACTURING COMPANY	SHEBOYGAN FALLS	WI	728	0
NW1F1789	Crossing - Wireline	WISCONSIN POWER & LIGHT	SHEBOYGAN FALLS	WI	0	0
NW1F3711	Crossing - Wireline	PLYMOUTH, WI	PLYMOUTH	WI	0	0
NW1F8149	Crossing - Wireline	SHEBOYGAN FALLS ELECTRIC UTIL	PLYMOUTH	WI	0	0
NW1X0773	Crossing - Wireline	SHEBOYGAN FALLS, CITY OF	SHEBOYGAN FALLS	WI	0	0
NW1X0803	Crossing - Wireline	SHEBOYGAN FALLS, CITY OF	SHEBOYGAN FALLS	WI	0	0
NW1X2989	Crossing - Wireline	PLYMOUTH, CITY OF	PLYMOUTH	WI	0	0
NW1X3962	Crossing - Wireline	SHEBOYGAN FALLS, CITY OF	PLYMOUTH	WI	0	0
NW1X5982	Crossing - Wireline	WISCONSIN TELEPHONE CO.	SHEBOYGAN FALLS	WI	0	0
NW1X5983	Crossing - Wireline	WISCONSIN TELEPHONE CO	SHEBOYGAN FALLS	WI	0	0
NW1X6157	Crossing - Wireline	PLYMOUTH, CITY OF	PLYMOUTH	WI	0	0
NW1X6788	Crossing - Wireline	PLYMOUTH, CITY OF	PLYMOUTH	WI	0	0
NW1X8228	Crossing - Wireline	PLYMOUTH, CITY OF	PLYMOUTH	WI	0	0
NW1X8990	Crossing - Wireline	FALLS MOTOR CORP	PLYMOUTH	WI	0	0
NW1Y1507	Crossing - Wireline	WISCONSIN ELECTRIC POWER CO	SHEBOYGAN FALLS	WI	0	0
189672	Crossing Pipeline	PLYMOUTH, CITY OF	SHEBOYGAN FALLS	WI	0	0
189688	Crossing Pipeline	WISCONSIN PUBLIC SERVICE CORPO	PLYMOUTH	WI	12	0
190090	Crossing Pipeline	SHEBOYGAN FALLS, CITY OF	SHEBOYGAN	WI	7 61	0
190091	Crossing Pipeline	SHEBOYGAN FALLS, CITY OF	SHEBOYGAN	WI	7 5	0
207716	Crossing Pipeline	CITY OF PLYMOUTH	SHEBOYGAN	WI	7 5	0
207944	Crossing Pipeline	WISCONSIN PUBLIC SERVICE CORPORATION	PLYMOUTH	WI	13 48	0
222774	Crossing Pipeline	PLYMOUTH UTILITIES	PLYMOUTH	WI	13.2	0
236212	Crossing Pipeline	CITY OF SHEBOYGAN FALLS	PLYMOUTH	WI	12.44	0
241851	Crossing Pipeline	CITY OF PLYMOUTH	SHEBOYGAN FALLS	WI	5 41	0
			PLYMOUTH	WI	12 63	

Kohler Industrial Land Assignment List

Parcel ID	Description	Owner	County	Area	Acres	Notes
NW15345	Crossing Pipeline	STATE OF WISCONSIN	WI	SHEBOYGAN FALLS	0	
NWE1017	Crossing Pipeline	GREAT LAKES HOMES, INC	WI	SHEBOYGAN FALLS	0	
NWE172	Crossing Pipeline	WISCONSIN PUBLIC SERVICE	WI	PLYMOUTH	0	
NWE1731	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWE2187	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWE3115	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWE363	Crossing Pipeline	SHEBOYGAN FALLS, CITY OF	WI	SHEBOYGAN FALLS	0	
NWE5214	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWE5424	Crossing Pipeline	BEMIS MANUFACTURING CO	WI	SHEBOYGAN FALLS	0	
NWE5503	Crossing Pipeline	BEMIS MFR. CO.	WI	SHEBOYGAN FALLS	0	
NWE6058	Crossing Pipeline	PLYMOUTH, CITY	WI	PLYMOUTH	0	
NWE6143	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWE6232	Crossing Pipeline	SHEBOYGAN FALLS, CITY OF	WI	SHEBOYGAN FALLS	0	
NWE6601	Crossing Pipeline	SHEBOYGAN FALLS, CITY OF	WI	SHEBOYGAN FALLS	0	
NWE7320	Crossing Pipeline	BEMIS MANUFACTURING COMPANY	WI	SHEBOYGAN FALLS	0	
NWE7330	Crossing Pipeline	KOHLER, VILLAGE OF	WI	KOHLER	0	
NWE7637	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWE7969	Crossing Pipeline	PLYMOUTH UTILITIES	WI	PLYMOUTH	0	
NWE8210	Crossing Pipeline	RICHARDSON, JAMES L	WI	PLYMOUTH	0	
NWE8244	Crossing Pipeline	SHEBOYGAN FALLS UTILITIES	WI	SHEBOYGAN FALLS	0	
NWX1032	Crossing Pipeline	BORDEN CO.	WI	SHEBOYGAN FALLS	0	
NWX1072	Crossing Pipeline	ANR PIPELINE COMPANY	WI	PLYMOUTH	0	
NWX1083	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWX1324	Crossing Pipeline	KOHLER, VILLAGE OF	WI	PLYMOUTH	0	
NWX1884	Crossing Pipeline	S R CHEESE CO	WI	KOHLER	0	
NWX3418	Crossing Pipeline	HERMAN HALLER	WI	PLYMOUTH	0	
NWX4380	Crossing Pipeline	KRAFT CHEESE CO	WI	SHEBOYGAN FALLS	0	
NWX5018	Crossing Pipeline	KRAFT CHEESE CO.	WI	PLYMOUTH	0	
NWX5950	Crossing Pipeline	WISCONSIN PUBLIC SEERVICE CORP	WI	PLYMOUTH	0	
NWX5973	Crossing Pipeline	THE BORDEN CO.	WI	KOHLER	0	
NWX6255	Crossing Pipeline	PLYMOUTH, CITY OF	WI	PLYMOUTH	0	
NWX7248	Crossing Pipeline	Q W TIMM	WI	PLYMOUTH	0	
NWX7471	Crossing Pipeline	WISCONSIN PUBLIC SERVICE CORP	WI	PLYMOUTH	0	
NWX7477	Crossing Pipeline	KRAFT BROTHERS CHEESE CO.	WI	SHEBOYGAN FALLS	0	
NWX8329	Crossing Pipeline	A. RUSELINK & W. GALLERIESE, JR	WI	PLYMOUTH	0	
NWX8362	Crossing Pipeline	LAKE LE MAHIEN	WI	SHEBOYGAN FALLS	0	
NWX8388	Crossing Pipeline	HENRY P. EDLER	WI	SHEBOYGAN FALLS	0	
NWX8414	Crossing Pipeline	HARRISON JOSLIN	WI	SHEBOYGAN FALLS	0	
NWX8415	Crossing Pipeline	OTTO FENNER & LAKE LEMAHIEU	WI	SHEBOYGAN FALLS	0	
NWX9025	Crossing Pipeline	PLYMOUTH REFRIGERATOR, WATER & POWER CO	WI	SHEBOYGAN FALLS	0	
NWD935	Easement - Pipe, Wire, Roadway, Damage	KOHLER, VILLAGE OF	WI	PLYMOUTH	0	
NWX5525	Easement - Pipe, Wire, Roadway, Damage	KOHLER, VILLAGE OF	WI	KOHLER	0	
185176	Encroachment - Wireline	CHARTER COMMUNICATIONS	WI	KOHLER	0	
217971	Encroachment - Wireline	BEMIS MANUFACTURING COMPANY	WI	SHEBOYGAN FALLS	986	
229017	Encroachment - Wireline	BEMIS MANUFACTURING	WI	SHEBOYGAN FALLS	7.5	
NWY0536	Exchange of Property	MLW & NORTHERN RAILWAY CO.	WI	PLYMOUTH	5.85	

**WHEN RECORDED RETURN TO
AND MAIL TAX NOTICES TO:**

Wisconsin & Southern Railroad
Co.

SPACE ABOVE FOR RECORDER'S USE ONLY

FREIGHT EASEMENT DEED AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, effective as of _____, 2009 ("Effective Date"),
UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, in
consideration of the sum of Ten Dollars (\$10.00) and other good and valuable
consideration to it duly paid by **WISCONSIN & SOUTHERN RAILROAD CO.**, a
Wisconsin corporation, Grantee, the receipt whereof is hereby acknowledged,
quitclaims to Grantee, its successors and assigns, a permanent, exclusive easement
upon, over, under and across the lines of railroad between Grantor's Milepost 4.0 near
Kohler, and Milepost 14.95 at Plymouth, all in Sheboygan County, Wisconsin, more
particularly described in Exhibit A attached hereto and hereby made a part hereof (the
"Property"), for purposes of conducting freight rail operations and otherwise to fulfill
Grantor's rights and obligations as a common carrier freight railroad under applicable
federal laws and regulations, including the right to use the Property to provide freight rail
service to all customers on or served from the Property, and to operate, use, construct,
reconstruct, maintain, repair, replace, relocate and/or remove existing and/or future
railroad, rail, and railroad-related equipment, facilities and transportation systems
necessary for and related to freight rail operations (the "Freight Easement.")

This Freight Easement is made subject to the Freight Operating
Agreement dated as of February, 2009, between Grantor and Grantee (the "Operating
Agreement"). By its execution of this Freight Easement Deed and Agreement, Grantee,
effective as of the Effective Date, for itself, successors and assigns, assumes and
agrees to perform the obligations as a common carrier freight railroad under applicable
federal laws and regulations and all obligations to the shipping public with respect to the
Property, and to perform the obligations of Grantee under the Operating Agreement.
Grantee agrees to indemnify, defend and hold harmless Grantor from and against any
losses, actions, causes of action, damages, costs or expenses arising out of or in any
manner relating to Grantee's breach of any of Grantee's obligations under the foregoing
sentence. With respect to the period of time prior to the Effective Date, Grantor agrees
to indemnify, defend and hold harmless Grantee from and against any losses, actions,
causes of action, damages, costs or expenses arising out of or in any manner relating to

Grantor's failure to perform the obligations as a common carrier freight railroad under applicable federal laws and regulations and all obligations to the shipping public with respect to the Property.

THIS FREIGHT EASEMENT ALSO MADE SUBJECT TO:

- (1) Standard exceptions of a Title Company in its title policies issued in the State of Wisconsin;**
- (2) Special taxes or assessments for improvements not yet completed, if any;**
- (3) Installments not due at the date hereof of any special tax or assessment for improvements completed, if any;**
- (4) General taxes, if any, for the tax year prior to the year in which the Deed is delivered and subsequent years;**
- (5) Building, building lines and use or occupancy restrictions, zoning and building laws or ordinances, and other laws, ordinances, requirements, limitations, restrictions, regulations and codes which are or may be imposed upon the property by any governmental authority having jurisdiction thereof;**
- (6) Roads and highways, if any;**
- (7) Judgment liens, however, any judgment against Grantor which may appear of record as a lien against the property shall be settled and satisfied by Grantor if and when it is judicially determined to be finally valid, and Grantor shall indemnify Grantee for all loss arising out of Grantor's failure to have such judgment lien so settled and satisfied. This provision shall survive the Closing and the delivery of the Deed;**
- (8) Covenants, conditions and restrictions of record, and recorded licenses and easements;**
- (9) The rights of any owner of the mineral estate in said property, if any.**
- (10) Rights of any government agencies, public or quasi-public utilities for use, maintenance, repair, replacement and reconstruction of existing driveways, roads and highways, conduits, sewers, drains water mains, fiber optics cables and/or communication systems, gas lines, electric power lines, wires, and other utilities and easements;**
- (11) Acts by, through or under Grantee;**

The right, title and interest in the easement granted to Grantee herein over any portion of the Subject Property shall terminate, cease and determine upon the occurrence of all of the following: (i) Grantee's abandonment of rail freight transportation service over such portion of the Subject Property pursuant to a final order of the United States Surface Transportation Board ("STB Abandonment Order"); (ii) recording in the offices of the Register of Deeds for the county or counties in which such portion of the Subject Property is located of a copy of the STB Abandonment Order; (iii) recording in the offices of the Register of Deeds for such county or counties of Grantee's notice of termination of the easement; and (iv) recording in the offices of the Register of Deeds for such county or counties of Grantee's notice of consummation of the STB Abandonment Order.

Grantee, by its execution of this Easement Deed and Agreement, agrees for itself, its successors and assigns, to observe each and all of the terms, conditions, limitations, and covenants in this Freight Easement Deed and Agreement.

This Freight Easement Deed and Agreement constitutes covenants running with the land and the Freight Easement and shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed as of the _____ day of _____, 2009.

GRANTOR:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Assistant Secretary

(Seal)

By: _____
Title: _____

GRANTEE:

WISCONSIN & SOUTHERN RAILROAD,
CO., a Wisconsin corporation

Attest:

Secretary

(Seal)

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of _____, 2009, before me, Notary Public in and for said County and State, personally appeared _____ and _____ who are the _____ and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument

WITNESS my hand and official seal. ;

Notary Public

(Seal)

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this _____ day of _____, 2009, before me,
Notary Public in and for said County and State, personally appeared
_____ and _____ who are the
_____ and the _____ Secretary,
respectively, of Wisconsin and Southern Railroad Co , and who are personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose
names are subscribed to in the within instrument, and acknowledged to me that they
executed the same in their authorized capacities, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons acted, executed
the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

Union Pacific Railroad Company

Sheboygan County, Wisconsin

Exhibit "A"

[See Next Sheet Attached]

UNION PACIFIC RAILROAD COMPANY
Sheboygan County, Wisconsin
EXHIBIT "A"

All right, title and interest in and to that certain line of property, variable in width, of the Union Pacific Railroad Company, known as the Kohler Industrial Lead as formerly constructed and operated in, over, and across the following legal Subdivisions extending in a westerly direction from a point in the SE ¼ of Section 30, Township 15 North, Range 23 East 4th Principal Meridian being Railroad Mile Post 4 to a point in the NE ¼ of Section 21, Township 15 North, Range 21 East 4th Principal Meridian being Railroad Mile Post 14.95 in Sheboygan County, Wisconsin:

<u>Subdivisions</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>
SE ¼	30	15 N	23 E	4 th
SW ¼	30	15 N	23 E	4 th
NW ¼	31	15 N	23 E	4 th
NE ¼	36	15 N	22 E	4 th
NW ¼	36	15 N	22 E	4 th
NE ¼	35	15 N	22 E	4 th
SE ¼	35	15 N	22 E	4 th
SW ¼	35	15 N	22 E	4 th
NW ¼	35	15 N	22 E	4 th
NE ¼	34	15 N	22 E	4 th
NW ¼	34	15 N	22 E	4 th
NE ¼	33	15 N	22 E	4 th
NW ¼	33	15 N	22 E	4 th
NE ¼	32	15 N	22 E	4 th
NW ¼	32	15 N	22 E	4 th
SW ¼	29	15 N	23 E	4 th
SE ¼	29	15 N	22 E	4 th
SW ¼	30	15 N	22 E	4 th
SE ¼	25	15 N	21 E	4 th
SW ¼	25	15 N	21 E	4 th
SE ¼	26	15 N	21 E	4 th
SW ¼	26	15 N	21 E	4 th
SE ¼	27	15 N	21 E	4 th

NE ¼	27	15 N	21 E	4th
NW ¼	27	15 N	21 E	4th
SW ¼	22	15 N	21 E	4th
SE ¼	21	15 N	21 E	4th
NE ¼	21	15 N	21 E	4th

Contains 120.135 Acres more or less.

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA
 WRITTEN: JCO
 February 1, 2005
 228221.log