

AGREEMENT

Agreement between Wisconsin Central Ltd., an Illinois corporation (hereinafter “the Railroad”) and the City of Appleton, a Wisconsin municipal corporation (hereinafter “the City”).

WHEREAS, the Railroad seeks to reduce the number of at-grade railroad/street crossings within the city of Appleton, and

WHEREAS, the City has previously closed crossings at Eighth Street and Superior Street, and

WHEREAS, the City seeks to acquire railroad property for the purpose of enhancing a pedestrian trail system within the city of Appleton,

NOW THEREFORE, IT IS AGREED as follows:

1. That the City of Appleton hereby agrees to close one at-grade railroad crossings prior to June 30, 2016. In exchange, the Railroad agrees to enter into the Donation Agreement, donating the Trolley Square trestle crossing described in Attachment A to the City of Appleton, pursuant to the terms contained in the Donation Agreement between the Railroad and the City of Appleton. Said Donation Agreement is attached hereto and incorporated herein by reference as if fully set forth. The donation of said trestle shall be completed prior to June 30, 2015.

2. The Railroad agrees to grant to the City, an Easement and Pedestrian Crossing on both the north side of the Trolley Square trestle and on the south side of the Trolley Square trestle, in substantially similar form to that attached hereto as Exhibit B.

3. The Railroad hereby agrees to quit claim to the City of Appleton, any right, title, or interest the Railroad may have in that certain railroad trestle identified in Exhibit C, and commonly referred to as the Lawe Street trestle located generally east of Lawe Street. The terms of Exhibit C are attached hereto and incorporated herein by reference.~~Lawe Street trestle.~~

4. In addition, the Railroad hereby agrees to quit claim to the City of Appleton, any right, title, or interest the Railroad may have in that certain railroad trestle identified in Exhibit C, and commonly referred to as the RiverHeath trestle. The terms of Exhibit C are attached hereto and incorporated herein by reference.

5. The Railroad shall grant the City of Appleton an E~~e~~asement for for a pedestrian trail located generally from -Lutz Park to the Vulcan Heritage Park~~Trail~~ in the city of Appleton.

6. The Railroad agrees to assign any interest the Railroad may have in the property described in Exhibit _____, commonly referred to Railroad Street, should said right-of-way ever be vacated by the City of Appleton.

5. The Railroad agrees to provide to the City of Appleton \$7,500 in assistance for the street closure agreed to by the City of Appleton.

Dated this _____ day of _____, 2015.

Wisconsin Central Ltd., an Illinois corporation

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Attest: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Dated this _____ day of _____, 2015.

City of Appleton, a Wisconsin municipal corporation

Attest: _____
Printed Name: _____

By: _____
Timothy M. Hanna, Mayor

Attest: _____
Printed Name: _____

By: _____
Dawn A. Collins, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

Anthony D. Saucerman, Director of Finance

James P. Walsh, City Attorney

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