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CONVEYANCE OF EASEMENT

THIS INDENTURE made between the Chicago, Burlington & Quincy Railroad Company, hereinafter called "Railroad" and the Village of Pepin, a Wisconsin municipal corporation hereinafter called "Pepin".

~~WITNESSETH:~~

That said Railroad for and in consideration of the sum of \$1.00 and other good and valuable considerations to it in hand paid by Pepin have given, granted, sold, and conveyed, and by these presents does give, grant, sell, and convey to Pepin easements as follows:

1. A permanent easement for parking purposes for use in connection with municipal boat harbor, said easement being located in government Lot 2 of Section 25 and Government Lot 1 in Section 36, all in township 23, North, Range 15 West, Fourth Principal Meridian, Pepin County, Wisconsin, as shown on the annexed map, Exhibit A, and designated on said Exhibit A, as "Pro Permanent Easement".

2. A temporary easement for construction purposes in connection with the construction of municipal boat harbor as shown on the annexed map, Exhibit A., and located in Government Lot 2 of Section 25 and Government Lot 1 in Section 36, all in township 23 North, Range 15 West, Fourth Principal Meridian, Pepin County, Wisconsin, being that area designated as: "Pro Temporary Construction Easement" on the annexed map, Exhibit A; said temporary Easement to terminate

no later than five years after the date hereof, or at such earlier date as the said municipal boat harbor shown on Exhibit A, is completed by United States Corps of Engineers and the Village of Pepin.

These easements are given on the express condition and understanding that the Village of Pepin shall not obstruct, block or otherwise interfere with or cause stoppage of any pipe or outlet presently existing on or adjacent to the land affected by these Easements, and that Pepin assumes and undertakes any expenses to prevent or eliminate any stoppage of or interference with said pipes or outlets, caused by the use of said Easements, to the end that said pipes and outlets may at all time continue to serve their intended function without any impairment thereof resulting from construction of said boat harbor or any improvements connected therewith.

boat harbor project at the location shown at Exhibit A, or in the event that Pepin should later discontinue or abandon such boat harbor after completion, or in the event Pepin should later relinquish or convey said boat harbor or its rights herein to anyone other than a municipality or governmental agency of either the state of Wisconsin, or the United States of America, then and in that event the Easement provided herein shall terminate and be of no further effect.

no later than five years after the date hereof, or at such earlier date as the said municipal boat harbor shown on Exhibit A, is completed by United States Corps of Engineers and the Village of Pepin.

These easements are given on the express condition and understanding that the Village of Pepin shall not obstruct, block or otherwise interfere with or cause stoppage of any pipe or outlet presently existing on or adjacent to the land affected by these Easements, and that Pepin assumes and undertakes any expenses to prevent or eliminate any stoppage of or interference with said pipes or outlets, caused by the use of said Easements, to the end that said pipes and outlets may at all time continue to serve their intended function without any impairment thereof resulting from construction of said boat harbor or any improvements connected therewith.

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In the event Pepin should abandon such municipal boat harbor project at the location shown at Exhibit A, or in the event that Pepin should later discontinue or abandon such boat harbor after completion, or in the event Pepin should later relinquish or convey said boat harbor or its rights herein to anyone other than a municipality or governmental agency of either the state of Wisconsin, or the United States of America, then and in that event the Easement provided herein shall terminate and be of no further effect.

In Witness Whereof, the said railroad has caused these presents to be signed by the president and the secretary and the seal affixed this 29th day of October, 1964.

CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY

By

W. K. Bush

Vice President

X. H. Hall

Secretary

Corporated in Presence of:

W. B. Mulligan

APPROVED AS TO PROPERTY INTERESTS

[Signature]
Attorney at Law

[Signature]
Attorney

Ed. Sparks

STATE OF ILLINOIS) ss.
COOK COUNTY

Approved as to description

B. L. Lauffer
Attorney

29th October

Personally came before me this 29th day of September
1964, the above named W. H. Bush and L. H. Hise
to me known to be _____ vice president and _____ secretary
of the Chicago, Burlington & Quincy Railroad Company
known to be the person who executed the foregoing instrument
and to be such officer and affect the same.

A. M. Smith

Notary Public within and for Cook
County, Illinois
My Commission Expires _____

R. W. Snow
Notary Public Cook County, Ill.
Commission Expires March 31, 1965