

**RELOCATION ORDER**

LPA1708 08/2011 (Replaces LPA3006)

Project 586800-15	Road name CTH A CTH OO-CTH AA Intersection Outagamie County	Highway CTH A	County Outagamie
Right of way plat date	Plat sheet number(s) 4.1	Previously approved Relocation Order date	

Description of termini of project: Beginning at a point that is 453.78 feet South of and 9.11 feet East of the the North Quarter Corner of Section 21, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin; thence Northerly to the End of Relocation Order point. Said point being 385.96 feet North of and 11.49' East of the North Quarter Corner of Section 21, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin, as shown on the plat of right-of-way or a copy thereof marked. Total net length of centerline is approximately 0.161 miles.

Beginning Coordinates:

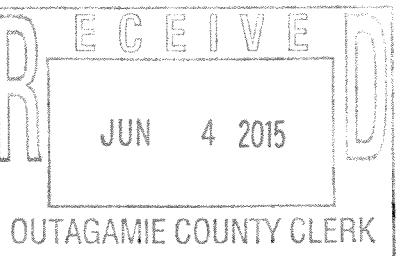
X - 569058.16

X - 817070.50

End Coordinates:

Y - 572107.46

X - 817028.71



To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 83.07 and 83.08, Wisconsin Statutes, the Town of Grand Chute orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: Town of Grand Chute
3. This order supersedes and amends any previous order issued by the: Town of Grand Chute

*Thomas J. Maynard* 6/3/15  
Name and Title Date  
DIRECTOR PUBLIC WORKS

Conventional Signs and Abbreviations	
SECTION LINE	AC
QUARTER LINE	△
TOWNSHIP AND RANGE LINE	C/L
PROPOSED OR NEW CENTERLINE	COR.
PROPOSED OR NEW R/W LINE	CTH
EXISTING R/W LINE	D
LOT LINE	E.
PROPERTY LINE	L
COUNTY LIMITS LINE	LC
SLOPE INTERCEPTS	LCB
EXISTING MONUMENTATION	MI
FENCE	N.
SECTION OR QUARTER CORNER	N.T.S.
TELEPHONE	NOT TO SCALE
GAS	PC
WATER	PI
ELECTRIC	PT
FIBER OPTIC	PLE
SANITARY	PROPERTY LINE
STORM SEWER	PRIVATE CLAIM LINE
NO ACCESS (BY ACQUISITION)	R.
NO ACCESS (BY STATUTORY AUTHORITY)	RANGE
NO ACCESS (BY PREVIOUS PROJECT)	R/L
TEMPORARY LIMITED EASEMENT	R/W
PERMANENT LIMITED EASEMENT	1/4 LINE
FEES TITLE	1/8 LINE
RIGHT-OF-WAY MONUMENTS SET AT NEWLY ACQUIRED R/W ANGLE POINTS	S.
PARCEL NUMBER	SEC
UTILITY PARCEL NUMBER	SECTION LINE
R/W POINT NUMBER	STH
COMPENSABLE	SF
POWER POLE	STA
TELEPHONE POLE	T.
TELEPHONE PEDESTAL	TLE
	TEMPORARY LIMITED EASEMENT
	UNITED STATES HIGHWAY
	WEST

UTILITY INTERESTS REQUIRED		
PARCEL	OWNER	INTEREST REQUIRED
90	AT&T	RELEASE OF RIGHTS
91	TOWN OF GRAND CHUTE WATER	RELEASE OF RIGHTS

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

PARCEL	OWNER	INTEREST REQUIRED	RIGHT - OF - WAY NEW	RIGHT - OF - WAY EXISTING	RIGHT - OF - WAY TOTAL	TLE AREA	PLE AREA
1	VAN HANDEL TRANSIT, INC. A 91% INTEREST, & DOUBLE 3D, LLC A 9% INTEREST	TLE PLE	---	---	---	981 SQ FT	1398 SQ FT
2	THOMAS E. THURBER	FEE TLE	689 SQ FT	---	689 SQ FT	902 SQ FT	---

## STATION OFFSET TABLE

PT#	STATION	OIS	DES	PT#	STATION	OIS	DES
22	130+24.05	42.90'	R/W	29	124+54.57	54.45'	TLE
23	129+03.12	46.61'	R/W	30	122+45.03	55.89'	TLE
24	128+46.79	52.15'	R/W	31	130+24.05	47.91'	TLE
25	124+49.42	49.48'	PLE	33	129+03.45	51.61'	TLE
26	122+66.32	50.75'	PLE	34	128+41.17	57.73'	TLE

## NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COUNTY COORDINATES, OUTAGAMIE COUNTY, NAD 83 (1990) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4 X 24" REBAR) AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED OF MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATION LINES. EXCLUDING RIGHT-OF-WAY BOUNDARIES, THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

DIMENSIONS FOR THE NEW RIGHT-OF-WAY ARE MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM NECESSARY OR DESIRABLE. ALL TLES EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE THE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM NECESSARY OR DESIRABLE, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHT TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN THE SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

## W. 1ST AVE

LOT 1  
CSM 224SE-SW  
SECTION 16

P.L.

On this 21 day of September, 2015, by and between **VANHANDEL TRANSIT, INC., a 91% interest, and DOUBLE 3D, LLC, a 9% Interest**, "Grantor", and the Town of Grand Chute, a Wisconsin Municipal Corporation, hereinafter referred to as "Town."

WHEREAS, the Grantor is the fee owner of real property in Outagamie County, legally described as:

**SEE ATTACHED LEGAL DESCRIPTION**

WHEREAS, Grantor and Town wish to enter into an agreement which will grant to Town an Easement for a pedestrian and bicycle trail running through Grantor's property.

NOW, THEREFORE, in consideration of the premises contained herein, it is agreed by the parties as follows:

1. Grantor hereby grants to Town and its successors and assigns an Easement in, under, on and over the Easement Area for the right to operate and maintain a recreational pedestrian trail including for such purpose the right to operate necessary equipment thereon and the right to ingress and egress, as long as required for such public purposes, and the Town hereby accepts the Easement Area.

2. The Easement Area is granted and accepted subject to the following terms and conditions:

A. No trees, shrubs, or other vegetation shall be planted upon the Easement Area, and no trees, shrubs, or other vegetation shall be removed from the Easement Area without the prior written consent of Grantor.

B. No building, road, sign, billboard, utility or other man-made structure shall be placed in the Easement Area without prior written consent of Grantor.

C. Town assumes the obligation of maintaining the Easement Area and the removing of debris and repairing of damage to property immediately adjacent to the Easement Area caused by the users of the Easement Area or incidental to the maintenance and use of the Easement Area.

D. Town shall maintain the pedestrian trail in a useable and safe condition, all to the specifications and location reasonably satisfactory to Grantor, for the general use of the public but specifically excluding motorized vehicles. Motorized maintenance and emergency vehicles may use the Pedestrian Trail for purposes of maintaining the Easement Area and responding to emergencies on the Easement Area.

E. No change in the general topography of the Easement Area landscape, including but not limited to excavation, dredging, movement or removal of soil, shall be made without the prior written consent of Grantor.

F. The duration of the Easement Area is perpetual. Notwithstanding the foregoing, should the Town abandon use of the Pedestrian Trail within the Easement Area or not use the Easement Area as contemplated under this agreement, the use of the Easement Area, the Pedestrian Trail and this Easement shall terminate automatically, however, if requested by Grantor, Town agrees to further execute a release of Easement at the request of Grantor should such termination occur.

RETURN TO:  
JAMES R. LONG LAW OFFICE  
5735 WEST SPENCER STREET  
APPLETON, WI 54914

PARCEL NO. 102036400

3. This agreement shall bind and inure to the benefit of the parties, their successors and assigns.
4. Nothing contained herein shall impair any right of the Town now held or hereafter acquired in or on the Easement Area except the provision of paragraph 2 above.
5. Grantor shall not be liable to Town or Town's agents, employees, guests or contractors or to any person claiming by, through or under Town for injury to person, or loss or damage to property due to any conditions of the Easement Area not solely and directly caused by the negligence of Grantor. Town shall indemnify Grantor (including but not limited to its officers, directors, employees and affiliated companies), and save it harmless from all loss, claims, costs, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage arising from or out of the use of the Pedestrian Trail or caused by users of the Easement Area.
6. The Town agrees that use of the Easement Area and Pedestrian Trail shall be controlled and policed by the Town, and further that the Town, when appropriate, retains the right to prosecute acts of trespass on the adjacent property of Grantor.

In Witness Whereof, the parties have duly executed these presents in proper legal manner effective the day and year first above written.

VANHANDEL TRANSIT, INC.

By: Denise Zwick  
Denise Zwick

DOUBLE 3D, LLC

By: Denise Zwick  
Denise Zwick

STATE OF WISCONSIN      )  
                                  ) ss.  
OUTAGAMIE COUNTY      )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2015, by  
Denise Zwick of VANHANDEL TRANSIT INC., and Denise Zwick of DOUBLE 3D  
LLC, as persons who executed the foregoing instrument as such officers and acknowledged the same  
in that capacity.

BENJAMIN J. HAUPT  
Notary Public  
State of Wisconsin

Notary Public, State of Wisconsin  
My commission expires: Permanently

STATE OF WISCONSIN      )  
                            )  
OUTAGAMIE COUNTY      ) ss.  
                            )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2015, by David A. Schowalter and Karen L. Weinschrott of the Town of Grand Chute, as persons who executed the foregoing instrument as such officers and acknowledged the same in that capacity.

Mary J. Baster  
Notary Public, State of Wisconsin  
My commission expires: 10/25/15

Drafted By: Attorney James R. Long  
JAMES R. LONG LAW OFFICE  
5735 W. Spencer St.  
Appleton, WI 54914  
920-739-4254  
State Bar #1003768  
jimlong@longlegal.com

**Legal Description Parcel 1:**

Permanent Limited Easement in and to the following tract of land being a part of Lot 2, Outagamie County CSM NO. 6022 located in the NE 1/4 of the NW 1/4 of Section 21, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin. Said parcel includes all land of the Owner (as described in Outagamie County Records as Document 1851091) contained within the following described traverse:

Commencing at the North Quarter Corner of Section 21 T21N, R17E;  
Thence S01°09'01"E coincident with the East line of the Northwest Quarter of said Section 21 a distance of 213.00 feet;  
Thence S88°50'54"W a distance of 41.25 feet to the Southwesterly vision corner right-of-way line for N. Lynndale Drive (CTH A) and W. Northland Avenue (CTH OO) also being the point of beginning.

Thence N45°04'44"W coincident with the said vision corner right-of-way line a distance of 11.87 feet to the new Westerly Permanent Limited easement line for N. Lynndale Drive (CTH A);  
Thence S00°45'18"E coincident with the said new Westerly easement line a distance of 182.90 feet to its intersection with the existing Westerly right-of-way line for N. Lynndale Drive (CTH A);  
Thence N12°19'15"E coincident with the said existing Westerly right-of-way line a distance of 40.75 feet;  
Thence N01°09'01"W coincident with the said existing Westerly right-of-way line a distance of 134.72 feet to the point of beginning.

Said Parcel contains 1398 Square Feet more or less for a Permanent Limited easement for N. Lynndale Drive (CTH A)

Also, a **Temporary Limited Easement** for the right to construct driveways and to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable to prevent erosion of the soil.

Said interest being a strip of land 5 feet in width, and 210 feet in length, more or less, on that land of the owner part of Lot 2, Outagamie County CSM NO. 6022 located in the NE 1/4 of the NW 1/4 of Section 21, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin, Lying adjacent to the new Westerly Permanent Limited Easement for N. Lynndale Drive (CTH A). with the Southerly line of said easement being the Northerly right-of-way line for N. Lynndale Drive (CTH A).and the Northerly line of said interest being the Southwesterly vision corner right-of-way line for N. Lynndale Drive (CTH A) and W. Northland Avenue (CTH OO) and the Westerly line of said easement being parallel with and 5 feet West of the new Westerly Permanent Limited Easement line for N. Lynndale Drive (CTH A).

Said parcel contains 981 Square Feet more or less.

Said Temporary Limited Easement shall terminate on the date construction of this project is completed.