

Cooperative State Trail Easement

Document Number

Document Title

State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707

Section 23.09(10), Wis. Stats.
Form 2200-161 (8-03)

BY THIS INDENTURE, the State of Wisconsin, Department of Natural Resources, hereinafter referred to as DEPARTMENT, in consideration of One (\$1.00) Dollar and the mutual covenants hereinafter set forth, does hereby convey to Forest County, hereinafter referred to as the COUNTY, a nonexclusive easement for the purpose of developing, operating, and maintaining a recreational trail on the following described property in the State of Wisconsin:

The land subject to this conveyance is identified in the legal description, Exhibit "A" and the maps attached as Exhibit "B" hereinafter referred to as the "Property".

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands
P.O. Box 7921
Madison, Wisconsin 53707

1. The COUNTY shall have the right to develop, maintain, and operate a recreational trail on the above-described lands located within the corridors of the former railroad grade, AKA "Wolf River State Trail" for the purpose of bicycling, walking, snowmobiling, ATVing or other mutually agreed upon compatible uses, as determined through the master planning process as referenced in the Memorandum of Understanding signed March 23,2009, marked as Exhibit "C", attached hereto and made a part hereof.
2. The title to the eased premises shall automatically revert to and revest in the DEPARTMENT without reentry upon the abandonment of the use of the same for recreational trail purposes or upon non-use of the same for a period of two (2) years.
3. All signing and similar activities, which are related to the development, maintenance, and operation of the trail, shall be the responsibility of the COUNTY. Fencing agreements and necessary surveying will be the responsibility of the DEPARTMENT.
4. The DEPARTMENT reserves the right to convey other easements on the eased property including utility easements in and to the eased property. The DEPARTMENT must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the trail corridor, but the COUNTY will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for the driveways and road crossings will be provided to the COUNTY. If requests conform to the guidelines, they will be referred to the

DEPARTMENT for executing an easement, lease, or agreement. If the requests do not conform to DEPARTMENT guidelines, the COUNTY will forward the request to the DEPARTMENT for further consideration along with their recommendation. The DEPARTMENT is agrees to approve or deny the request in a timely manner. All proceeds from these transactions shall be payable to the DEPARTMENT. If the DEPARTMENT conveys any additional easements within the above-described property, the DEPARTMENT will require the respective grantees to restore the recreational trail to the satisfaction of the COUNTY and the DEPARTMENT.

5. The COUNTY will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation, tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, maintenance or operation of the recreational trail or any portion of the eased premises.
6. The DEPARTMENT shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement.
7. The DEPARTMENT reserves no control over the employment, discharge, compensation of or services rendered by the COUNTY employees or contractors, and the COUNTY shall be and remain an independent party, and nothing herein shall be construed as inconsistent with the status or as creating or implying any partnership or joint venture between the COUNTY and DEPARTMENT and employees of the COUNTY or employees of any contractor shall not be considered DEPARTMENT employees.
8. In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational trail, the COUNTY shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.
9. In connection with the performance of any work under the easement, the COUNTY agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY agrees to take affirmative action to ensure employment opportunities for persons with physical disabilities.
10. The DEPARTMENT and the COUNTY agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the subject property. Pursuant to s. NR 45.01(1), Wisconsin Administrative Code, the DEPARTMENT retains management, supervision, and control over the property for the purpose of enforcing

Chapter NR 45, Wisconsin Administrative Code, when needed to protect the property. Routine enforcement remains the responsibility of the COUNTY. This includes, but is not limited to, reporting the individual's name, address and specific infraction to the DEPARTMENT for enforcement.

11. Boundary disputes, encroachments, trespass and other claims shall be the responsibility of the DEPARTMENT. Since the COUNTY is more familiar with the trail, the COUNTY shall act as the first point of contact to identify boundary disputes, encroachments, trespass and other claims and inform the respective landowners of the same. The DEPARTMENT upon mutual agreement of both parties may sell remnants of the property not needed for recreational trail purposes. Any such sales are subject to approval of the Natural Resources Board and the Governor and also subject to paragraph 14 below. Should any of the adjacent landowners challenge the COUNTY'S and/or the DEPARTMENT'S right to develop this trail by way of court action in either State or Federal court, or by other judicial or administrative challenge, the State will fully defend its rights to develop, in conjunction with the COUNTY, the trail which is the subject of this easement agreement.
12. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
13. This easement shall be deemed in effect as of the date signed by the COUNTY and accepted by the DEPARTMENT.
14. This conveyance is being made subject to future restoration and reconstruction of the property for railroad purposes and subject to reservations, exceptions and easements, leases, agreements and permits authorized by the former railroad company or the DEPARTMENT prior to the execution of this easement. The DEPARTMENT shall provide no less than one (1) year written notice of the necessity for the reestablishment of railroad service

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By _____
Richard E. Steffes
Real Estate Director

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally appeared before me this _____ day of _____, 2009, the above named Richard E. Steffes, Real Estate Director of the Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission (expires)(is) _____

The terms of this easement are accepted for and on behalf of Forest County this _____ day of _____, 2009.

FOREST COUNTY

By _____
Erhart Huettl, Chairman
Forest County Board of Supervisors

STATE OF WISCONSIN)
) ss.
FOREST COUNTY)

Personally appeared before me this _____ day of _____, 2009, the above named Erhart Huettl, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission (expires)(is) _____

This instrument drafted by:
The State of Wisconsin
Department of Natural Resources

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the Wisconsin Central Ltd.'s Crandon to White Lake, Wisconsin Branch Line right of way and property between Railroad Mile Posts 254 to 280, now discontinued, varying in width on each side of the Wisconsin Central Ltd.'s Main Track centerline, formerly located upon, over and across the following described real estate in Forest County, Wisconsin:

Township 35 North, Range 13 East

Sections 21, 27, 28, 34 and 35;

Township 34 North, Range 13 East

Sections 2, 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36