

Document Number

Document Title

DOC # 963274

**REGISTER OF DEEDS
COLUMBIA COUNTY**

**RECORDED ON:
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PAGES: 31**

**LISA KRINTZ
REGISTER OF DEEDS
REC FEE: 30.00**

ELECTRONICALLY RETURNED TO SENDER

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

TRAIL EASEMENT

Wis. Stats. ss. 23.09(10) and 27.01(2)(g)

THIS TRAIL EASEMENT (“Easement”) is made by and between the State of Wisconsin Department of Natural Resources (“Grantor”) and the City of Portage (“Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of certain real estate in Columbia County known as Upper Fox River Public Access (“Premises”);

WHEREAS, the Grantor conveyed a prior easement, attached as Exhibit “A”, to the Grantee dated May 8, 2006, recorded as Document No. 748588, in the Columbia County Register of Deeds Office;

WHEREAS, the prior easement contained a clause that stated, “The City (Grantee) agrees the trail will be open for public use within 5 years from the execution date of this easement. If the trail is not open by this date, or ever ceases to be used for trail purposes for two years, then all easement rights shall revert to and re-vest in the Department (Grantor) without necessity of re-entry. ”

WHEREAS, the Grantee did not fully construct the Trail within the designated five (5) year period; and as such, said easement rights reverted and re-vested in the Grantor without necessity of re-entry;

WHEREAS, this easement supersedes the prior easement, Document No. 748588.

WHEREAS, the Grantor and the Grantee have entered into a Memorandum of Agreement dated December 7, 2018, for the purpose of delineating roles and responsibilities for the design of contaminated sediment remediation, and the construction of a trail at the Portage Canal;

WHEREAS, between 2018 and 2020, the Grantor completed the remedial design and bid the work to be completed as described;

WHEREAS, the Grantor and the Grantee entered into an Intergovernmental Environmental Repair Agreement dated August 4, 2020, for the remediation of contaminated sediments and to construct a recreational trail along the Portage Canal;

WHEREAS, between 2020 and 2021, the Grantor executed the remediation of Segment 2 of the Portage Canal, including the removal of 30,631 cubic yards of contaminated sediment and materials including from the culvert underneath Adams Street. In addition, the Grantor executed tasks to prepare the canal for the future Trail, including the clearing of 0.9 acres of the canal banks, extending six outfalls to maintain stormwater drainage, and placing 41,981 tons of fill for the Trail;

WHEREAS, the Intergovernmental Environmental Repair Agreement contains a clause that the Grantee and

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands – LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: William Peterson (CE10099)

Parcel Identification Number (PIN):
11271-1224.A

Grantor would execute this easement no later than December 31, 2021;

WHEREAS, the Grantor and the Grantee amended the Intergovernmental Environmental Repair Agreement on February 3, 2022, to increase funding for the remediation and to extend the easement date to no later than December 31, 2022;

WHEREAS, the Grantee, through a Federal/State/Municipal Project agreement with the Wisconsin Department of Transportation dated 6/25/2013, Revision #1 dated 06/16/2016 and Revision #2 dated 11/10/2021, contracted to construct the Multi-Use Path in 2022. The 45-working day construction contract was awarded to Janke General Contractors, Inc. who started the project in September of 2022.

AND WHEREAS, the Grantor does convey to the Grantee a nonexclusive Easement for the purpose of developing, constructing, operating, repairing, maintaining, removing and replacing the Trail and related facilities, including but not limited to pedestrian bridges, ("Trail") on the following described property in Columbia County, Wisconsin ("Easement Area").

Parts of the NE ¼ of the SE ¼, and the SE ¼ of the SE ¼, and the SW ¼ of the SE ¼ and the SE ¼ of the SW ¼ of Section 5, Township 12 North, Range 9 E and parts of the NE ¼ of the NW ¼, and the NW ¼ of the NW ¼ of Section 8, Township 12 North, Range 9 E, City of Portage, Columbia County, Wisconsin, that is further described below and depicted on the attached Exhibit "B":

All that portion of Certified Survey Map No. 841 depicting the 75' wide strip of land known as the Portage Canal, recorded in Vol. 4, Page 61 of Columbia County Register of Deeds Office lying between the southern face of the canal locks located at Lock Street and the southern face of the Canadian Pacific Railroad Bridge (C.M. St. P. & P.).

NOW, THEREFORE, the undersigned Grantor hereby grants to the Grantee, for and in consideration of mutual benefits, a non-exclusive Easement to develop, construct, operate, maintain, repair, remove and replace a recreational trail and related facilities under, across, and through the above-described Easement Area.

It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following conditions:

1. **Recitals.** The Grantor and the Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. **Purpose.** The Grantor grants and conveys to Grantee this non-exclusive Easement for the development, construction, operation, maintenance, repair, removal, and replacement of the recreational trail and trail facilities, including but not limited to pedestrian bridges, within the Easement Area for the purposes of walking, bicycling and other mutually agreed upon compatible uses. Motorized vehicles, with the exception of Class 1 electric bicycles, which may be allowed through a public planning process, are not permitted, except for their use in maintenance activities by the Grantee or their agents.
3. **Parties.** This Easement is limited to the Grantee and is not transferable to a third party, except after prior written notification to and approval by the Grantor.
4. **Non-Exclusive Use.** The Easement shall be non-exclusive, and the Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights. If the Department conveys and grants additional easements or agreements within the

Premises that disrupt the condition of the Trail, the Department will require the respective grantees to restore the Trail in a timely workmanlike manner to a condition consistent with that of the Trail prior to the disruption.

5. **Construction.** The Trail will be part of the Ice Age Trail as defined in s. 23.17. The Trail will be paved. Trail development will conform with Grantor's trail standards. The Grantee is responsible for obtaining permission from other landowners for the placement of any riprap, revetment walls or related infrastructure on property not owned by the Grantor.
6. **Vegetative Management.** Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticide application should be in accordance with Grantor's Manual Code 4230.1 concerning Department of Agriculture, Trade and Consumer Protection (DATCP) certification and Grantor's policy. Neonicotinoid insecticide use should be in accordance with the Grantor's Neonicotinoid Pesticide Policy (adopted January 2021). The Grantor shall be notified of any proposed pesticide application in early fall of the year preceding the proposed application, to ensure that the required process can be followed for pesticide use on Grantor's lands (Manual Code 4230.1). Any pesticide use must be reported to the Grantor (Manual Code 4230.1). The Grantee will follow the requirements of the Invasive Species Rule (chapter NR 40, Wis. Adm. Code) and best management practices for invasive species to reduce the risk of introducing or spreading invasive species. Where feasible, the Grantee will eradicate infestations of invasive species.
7. **Signage/Improvements.** All fencing, surveying, signing, lighting, and similar activities, which are related to the development, maintenance, and operation of the Trail including fire suppression, shall be the responsibility of the Grantee. The Grantee is encouraged to use fire suppression products that are free of per- and polyfluoroalkyl substances. In addition, the Grantee may install benches and other trail user amenities and may install signs along the Trail depicting the history of the Portage Canal and its significance to American history.
8. **Maintenance.** The Grantee shall maintain the Easement Area in a decent, sanitary and safe condition and at no time shall the Grantee allow its work or use to cause a hazard or unsafe conditions on the Easement Area. Maintenance for which the Grantee is responsible may include but is not limited to mowing, vegetation and weed control, tree trimming and fallen tree removal, snow removal and salt spreading, asphalt resurfacing, litter pickup, riprap apron grading, and access for storm sewer outfall maintenance and inspection in adherence to #11 below. Rights and responsibilities granted under this section do not include the responsibility to maintain the flowed portion of the Easement Area, nor does it include the responsibility to maintain areas not accessible except through private property.
9. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utilities within the Easement Area.
10. **Inspection.** The Grantee will perform an annual inspection of caps along the northern and southern banks. The caps contain the residual contamination. The annual inspection will include walking the entirety of the Easement Area and performing a visual assessment of the condition of the caps and completion of E-Form 4400-305, marked as Exhibit "C", attached hereto and made part of. Additionally, the Grantee will perform the statutorily required (s. 23.115(2), Stats.) biannual Designated Use Area inspections (Form 2500-073) and maintain the associated records on file and make them accessible to Grantor upon request.
11. **Compliance with Other Laws.** This Easement does not relieve Grantee from the responsibility to

comply with all applicable federal and state laws and local ordinances and does not supersede any other governmental requirements for plan approval or for authority to exercise any other rights granted herein. The Grantee shall secure and comply with all federal, state and local permits, approvals, certifications and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, and replacement of the Trail including without limitation, zoning, building, health, environmental water regulations and zoning permits, approvals or licenses, and shall indemnify the Grantor against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits, approvals, certifications or licenses as well as any remedial costs to cure violations thereof. The Grantor agrees to cooperate with the Grantee in securing such permits, approvals, certifications or licenses by providing information and data upon request.

12. **Fees.** The Grantee shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this Easement. No charges, taxes or assessments shall be imposed on the Department for the development, construction, installation, operation, maintenance, repair, replacement or removal of the Trail.
13. **Encumbrances.** The Grantee 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 connections with the development, construction, installation, operation, maintenance, repair, replacement or removal of the Trail or any portion of the Easement Area.
14. **Non-Disturbance.** Grantee shall not disturb wetlands or waterways unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto adjoining land.
15. **Restoration.** In the event of any damage or disturbance to the Easement Area caused by Grantee, or its employees or agents, Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the condition of the Easement Area after the completion and acceptance of the Trail installation project.
16. **Public Use.** The Grantee understands that the Premises are open to the public. The Premises are open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record. The Grantee shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges, as the Grantee deems necessary for the management and operation of the Trail. Admissions fees if any charged by the Grantee shall not exceed those established in s. 27.01(8), Wis. Stats. Other fees shall remain similar to those contained in Chapter NR 45, Wisconsin Administrative Code. The Grantee shall retain all fees collected unless a cooperative system is agreed upon by the Grantee and the Grantor. If admission fees are charged, conservation patron licenses, senior citizen cards, and state trail passes issued by the Grantor shall be honored without additional admission fees.
17. **Grantee's Employees and Agents.** The Grantor reserves no control over the employment, discharge, compensation of or services rendered by the Grantee employees or contractors, and the Grantee shall be and remain an independent party, and nothing herein shall be constructed as inconsistent with the status or as creating or implying any partnership or joint venture between the Grantee and Grantor and employees of the Grantee or employees of any contractor shall not be considered Grantor's employees.
18. **Violation.** If Grantor identifies a violation of this Easement by Grantee that does not constitute an emergency, the Grantor will notify Grantee of the violation(s) in writing, and the Grantee will have 60 days to provide Grantor with a plan and a schedule for correcting the violation(s). If Grantee's plan is

not approved by the Grantor, Grantor will provide Grantee with a list of acceptable modifications to the plan and allow Grantee an additional 60 days to revise its plan to meet Grantor's requirements. If Grantee refuses Grantor's modifications, Grantor may declare this Easement null and void, and it may take full control of the Easement Area without hindrance or delay, and it may use its legal remedies to recover from the Grantee any damages sustained by acts of the Grantee. Grantor's approval of the plan for correcting the violation(s) shall not be unreasonably withheld, delayed, or denied.

19. **Termination.** The Easement may terminate at the sole decision of the Grantor upon:
 - a. Grantee's acknowledgement that it is abandoning the Easement Area; or
 - b. An implied abandonment as evidenced by Grantee's non-use of the Easement Area for a period of two consecutive years.

20. **Indemnification.** 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.

21. **Insurance.** At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the Trail. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement on the Easement Area until adequate evidence of financial responsibility is again provided to the Grantor.

22. **Notices.** With the exception of emergency notice, all notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
 - a. To the Grantor: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - b. To the Grantee: City of Portage, 115 W. Pleasant Street, Portage, WI 53901The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

23. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Easement Area, its natural resources or the general public, including Chapter NR 45, Wis. Adm. Code, which governs the conduct of visitors to state lands. Daily routine enforcement remains the responsibility of the Grantee.

24. **Non-Discrimination.** In connection with the performance of work under this Easement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental handicap as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
25. **Non-Warrantable Title.** The Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.
26. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
27. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.
28. **Acknowledgement.** This Easement contains the entire understanding of all agreements by the Grantor and Grantee. Previous communications, promises, pledges, representations or agreements pertaining to this Easement Area are hereby superseded. This Easement may not be modified or amended except by a written document executed and acknowledged by the Grantor and Grantee.
29. **Invalidity.** If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
30. **Enforcement.** Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.

END OF TERMS AND CONDITIONS.

EXHIBIT "A"



49-
80

Document Number

EASEMENT

DOC # 748588

REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
05/30/2006 03:07:22PM
PAGES: 20

LISA WALKER
REGISTER OF DEEDS

REC FEE: 49.00

Recording Area Exempt #:

BY THIS INDENTURE the State of Wisconsin and the Wisconsin Department of Natural Resources, collectively hereinafter referred to as the STATE, in consideration of One (\$1.00) Dollar and the mutual covenants hereinafter set forth, does hereby convey to the City of Portage, hereinafter referred to as the CITY, a nonexclusive easement for the purpose of constructing, operating, maintaining, repairing, removing and replacing a recreational trail on the following described property in the State of Wisconsin.

Township 12 North, Range 9 East, City of Portage, Columbia County, Wisconsin Sections 4, 5 and 8: That portion of the Portage Canal extending from Lock No. 1 at the end of Lock Street to State Highway 33, and being more particularly described as part of Certified Survey Map No. 841, as recorded in Vol. 4, Page 61 of the Certified Surveys of Columbia County Register of Deeds Office.

Name and Return Address

City of Portage
115 West Pleasant Street
Portage, WI 53901

A copy of said survey is included herein and attached hereto as exhibit "A".

11271 1224.A

Parcel Identification Number (PIN)

This easement shall be subject to the following conditions:

1. The CITY may construct, maintain, operate, repair, remove and replace a recreational trail on the above-described lands for the purposes of bicycling, hiking, skate boarding, roller blading, cross-country skiing, or other mutually agreed upon compatible uses. Motorized vehicles are not permitted. Also, the CITY may replace and maintain the revetment walls along the edge of the Canal and restore and maintain the Wisconsin River lock to non-operating, but historically accurate status.
2. The CITY agrees the trail will be open for public use within 5 years from the execution date of this easement. If the trail is not open by this date, or ever ceases to be used for trail purposes for two years, then all easement rights shall revert to and re-vest in the STATE without - necessity of re-entry.
3. The CITY shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges, as the CITY deems necessary for the management and operation of the trail. Admissions fees if any charged by the CITY shall not exceed those established in s. 27.01(7), Stats. Other fees shall remain similar to those contained in Chapter NR 45, Wisconsin Administrative Code. The CITY shall retain all fees collected unless a cooperative system is agreed upon by both parties. If admission fees are charged, the conservation patron licenses, senior citizen card, and state bike trail pass issued by the STATE shall be honored without additional admission fees.
4. Recreational trail development will be located on the north side of the canal from the Wisconsin River lock to Wisconsin Street, and along the south bank of the canal from Wisconsin Street to Highway 33. The trail would be part of the Ice Age Trail and will link with a finished segment of the trail that extends northward from Highway 33. The trail would be surfaced with an asphalt strip with a maximum width of 10 feet. Trail development will conform with DEPARTMENT trail standards. There would be selective clearing and grubbing of undesirable

trees and brush along the canal. The CITY is responsible for obtaining permission from private landowners for the placement of any rip-rap, revetment walls or bike trail on private property.

5. All fencing, surveying, signing, and similar activities, which are related to the development, maintenance, and operation of the trail including fire suppression, shall be the responsibility of the CITY. In addition the City may install signs along the bike and pedestrian depicting the history of the canal and its significance to American history.
6. If the STATE conveys and grants additional easements within the above described property, the STATE will require the respective grantees to restore the recreational trail to the satisfaction of the CITY.
7. The City shall secure and comply with all federal, state and local permits, approvals and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement of the recreational trail including without limitation, zoning, building, health, environmental water regulations and zoning permits, approvals or licenses, and shall indemnify the STATE against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits, approvals or licenses as well as any remedial costs to cure violations thereof. The STATE agrees to cooperate with the CITY in securing such permits or licenses by providing information and data upon request.
8. The CITY 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 connections with the construction, installation, repair, maintenance or operation of the recreational trail or any portion of the eased premises.
9. The CITY shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement.
10. The STATE reserves no control over the employment, discharge, compensation of or services rendered by the CITY employees or contractors, and the CITY shall be and remain an independent party, and nothing herein shall be constructed as inconsistent with the status or as creating or implying any partnership or joint venture between the CITY and STATE and employees of the CITY or employees of any contractor shall not be considered DEPARTMENT employees.
11. In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational trail, the CITY 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.
12. In connection with the performance of any work under the easement the CITY 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 opportunities for persons with physical disabilities.
13. The STATE and the CITY agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the subject property. Pursuant to s. 45.01(1), Wisconsin Administrative Code, the STATE retains management, supervision, and control over the property for the purposes of enforcing Chapter NR 45, Wisconsin Administrative Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the CITY.
14. Notwithstanding Paragraph 2, all rights, duties and responsibilities herein of the CITY shall take effect upon receipt of this easement.

15. The CITY assumes and agrees to save harmless and indemnify the STATE from and against any cause of action, claim demand, suits, liability, damage or expense, including reasonable attorney's fees, arising from the use of the above-described property or from breach or default by the CITY in the performance of this easement or from any negligence of the CITY. In case any action or proceeding is brought against the STATE by reasons of such cause of action or claim the CITY, upon notice from the STATE, will defend the STATE by counsel reasonable satisfactory to the STATE. The CITY shall maintain public liability insurance against any claim(s) which might occur in carrying out the terms of this easement. Minimum coverage shall be \$1,000,000 single limit or \$250,000 bodily injury per person and \$500,000 per occurrence and \$250,000 property damage. Insurance certificates shall be provided to the STATE indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin. Cancellation or modification of said insurance policy shall require immediate notice to the STATE.

16. The CITY shall maintain the eased property in a decent, sanitary, litter-free and safe condition during construction, installation, operation, replacement and removal, repair and maintenance, and at no time shall the CITY allow its use of the easement to cause a hazardous or unsafe condition.

17. The STATE makes no representations as to the condition of the eased property or representations or warranties as to the STATE'S title or interest in and to the eased property.

18. No charges, taxes or assessments shall be imposed on the STATE for the construction, installation, operation, maintenance, repair, replacement or removal of the recreational trail.

19. The CITY may terminate this easement in the event that it does not receive a TEA-21 grant for construction of the recreational trail from the Department of Transportation.

20. If the CITY fails to satisfy or perform any of its obligations hereunder, the STATE shall have the right to notify the CITY in writing and, if such failure is not cured within sixty (60) days after receipt of the notice, the STATE may pursue such remedies as are available with respect thereto at law or in equity, except in the case of emergency, in which event the STATE may take such actions as are necessary under the circumstances. The CITY shall reimburse the STATE for all costs incurred in connection with curing any and all defaults. Any failures to enforce this easement shall in no event be deemed a waiver nor shall affect in any way STATE'S ability to enforce this easement thereafter.

21. This easement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

22. This easement contains all agreements by the STATE and CITY. Previous communications, promises, pledges, representations or agreements pertaining to this easement are hereby superseded. This easement may not be modified or amended except in writing by the STATE and CITY.

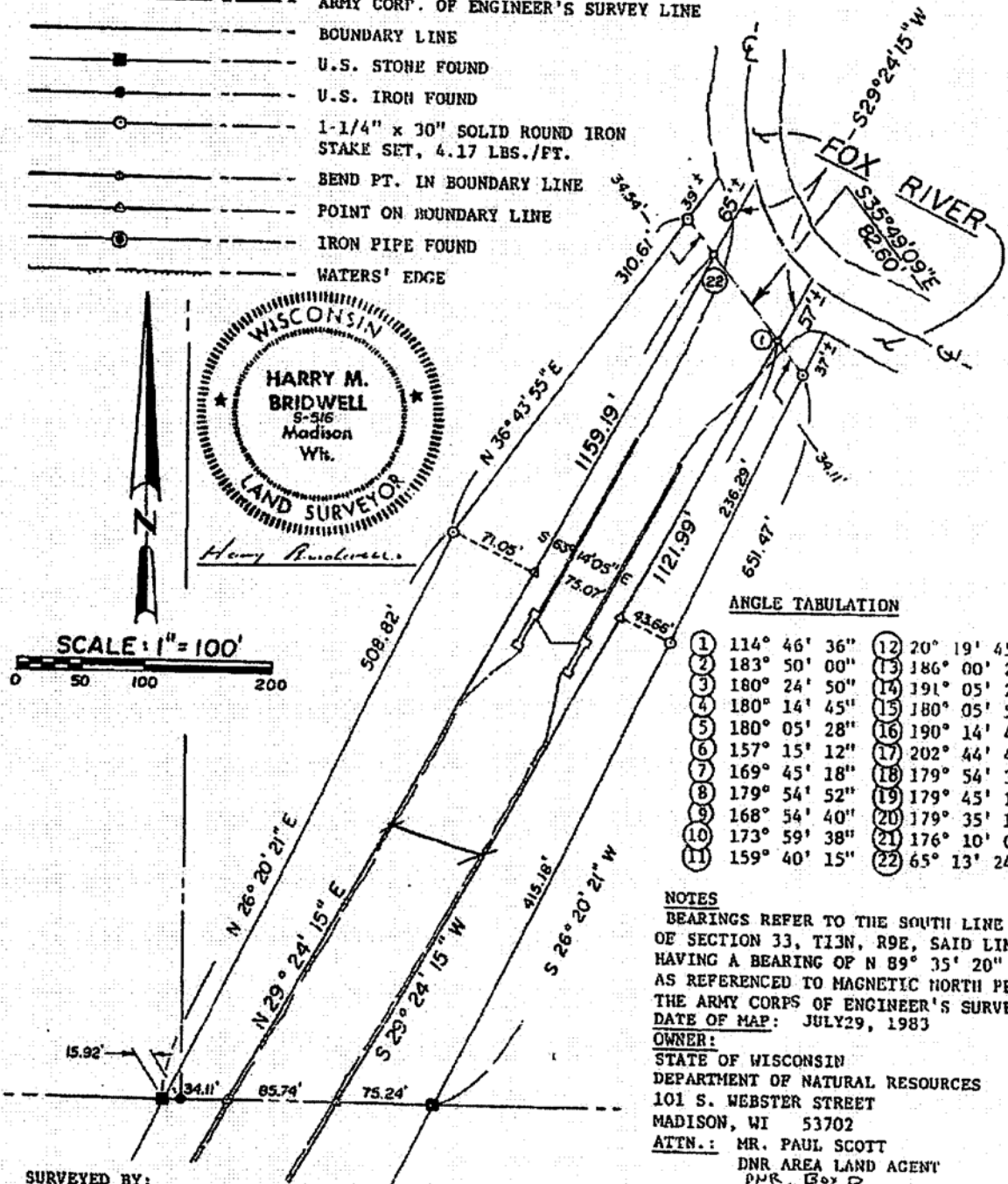
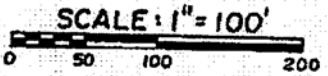
Exhibit A

CERTIFIED SURVEY MAP NO. 841

PART OF GOVERNMENT LOTS 8 AND 9, SECTION 33, T13N, R9E; PART OF GOVERNMENT LOTS 6 AND 7, SECTION 4, T12N, R9E; PART OF GOVERNMENT LOTS 5 AND 6, SECTION 8, T12N, R9E, PLUS PART OF GRIGNON CLAIM NO. 21 IN SECTIONS 4, 5 AND 8, T12N, R9E, ALL IN THE CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN.

LEGEND

- ARMY CORP. OF ENGINEER'S SURVEY LINE
- BOUNDARY LINE
- U.S. STONE FOUND
- U.S. IRON FOUND
- 1-1/4" x 30" SOLID ROUND IRON STAKE SET, 4.17 LBS./FT.
- BEND PT. IN BOUNDARY LINE
- POINT ON BOUNDARY LINE
- IRON PIPE FOUND
- WATERS' EDGE



ANGLE TABULATION

1	114° 46' 36"	12	20° 19' 45"
2	183° 50' 00"	13	186° 00' 22"
3	180° 24' 50"	14	191° 05' 20"
4	180° 14' 45"	15	180° 05' 58"
5	180° 05' 28"	16	190° 14' 42"
6	157° 15' 12"	17	202° 44' 48"
7	169° 45' 18"	18	179° 54' 32"
8	179° 54' 52"	19	179° 45' 15"
9	168° 54' 40"	20	179° 35' 10"
10	173° 59' 38"	21	176° 10' 00"
11	159° 40' 15"	22	65° 13' 24"

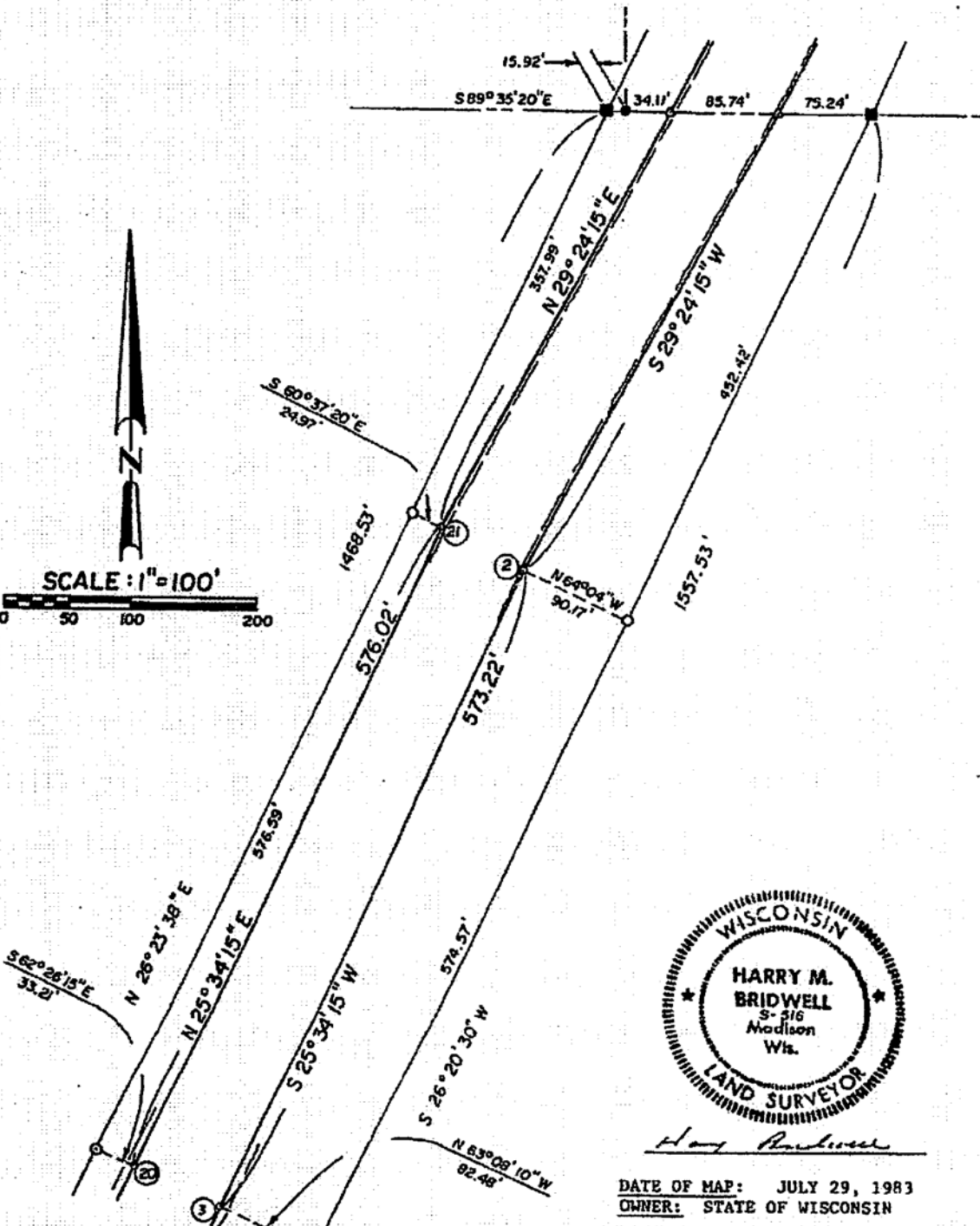
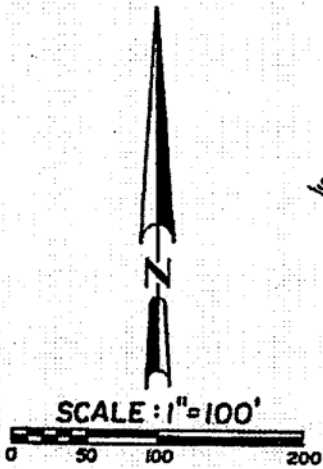
NOTES
 BEARINGS REFER TO THE SOUTH LINE OF SECTION 33, T13N, R9E, SAID LINE HAVING A BEARING OF N 89° 35' 20" W AS REFERENCED TO MAGNETIC NORTH PER THE ARMY CORPS OF ENGINEER'S SURVEY. DATE OF MAP: JULY 29, 1983

OWNER:
 STATE OF WISCONSIN
 DEPARTMENT OF NATURAL RESOURCES
 101 S. WEBSTER STREET
 MADISON, WI 53702
ATTN.: MR. PAUL SCOTT
 DNR AREA LAND AGENT
 DNR, Box D
 Portage, WI 53072

CERTIFIED SURVEY MAP NO. 841
 DOCUMENT NO. 796259
 VOLUME 4 PAGE 61

SURVEYED BY:
 BRIDWELL ENGINEERING COMPANY, INC.
 222 N. MIDVALE BOULEVARD
 MADISON, WISCONSIN - PHONE: 238-8231
 DATE OF SURVEY: JUNE 21, 1983
 DWG. NO. C-947(2)-1
 SHEET 1 OF 16

CERTIFIED SURVEY MAP NO. _____



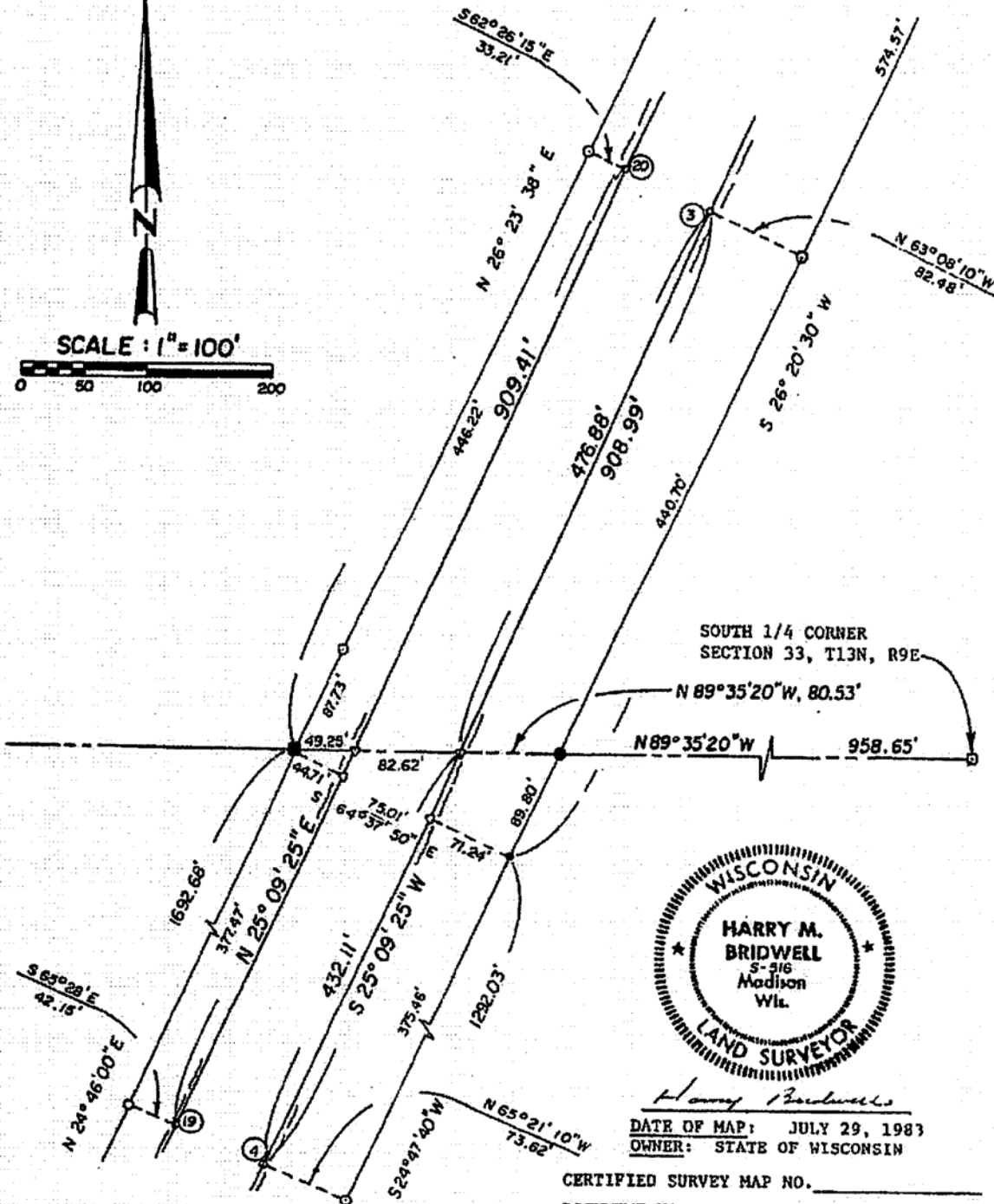
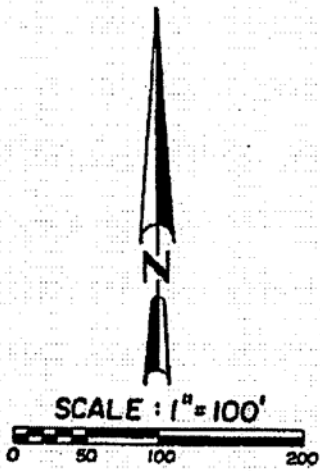
Harry M. Bridwell

DATE OF MAP: JULY 29, 1983
 OWNER: STATE OF WISCONSIN

SURVEYED BY:
 BRIDWELL ENGINEERING COMPANY, INC.
 DWG. NO. C-947(2)-2
 SHEET 1 OF 10

CERTIFIED SURVEY MAP NO. _____
 DOCUMENT NO. _____
 VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP NO. _____

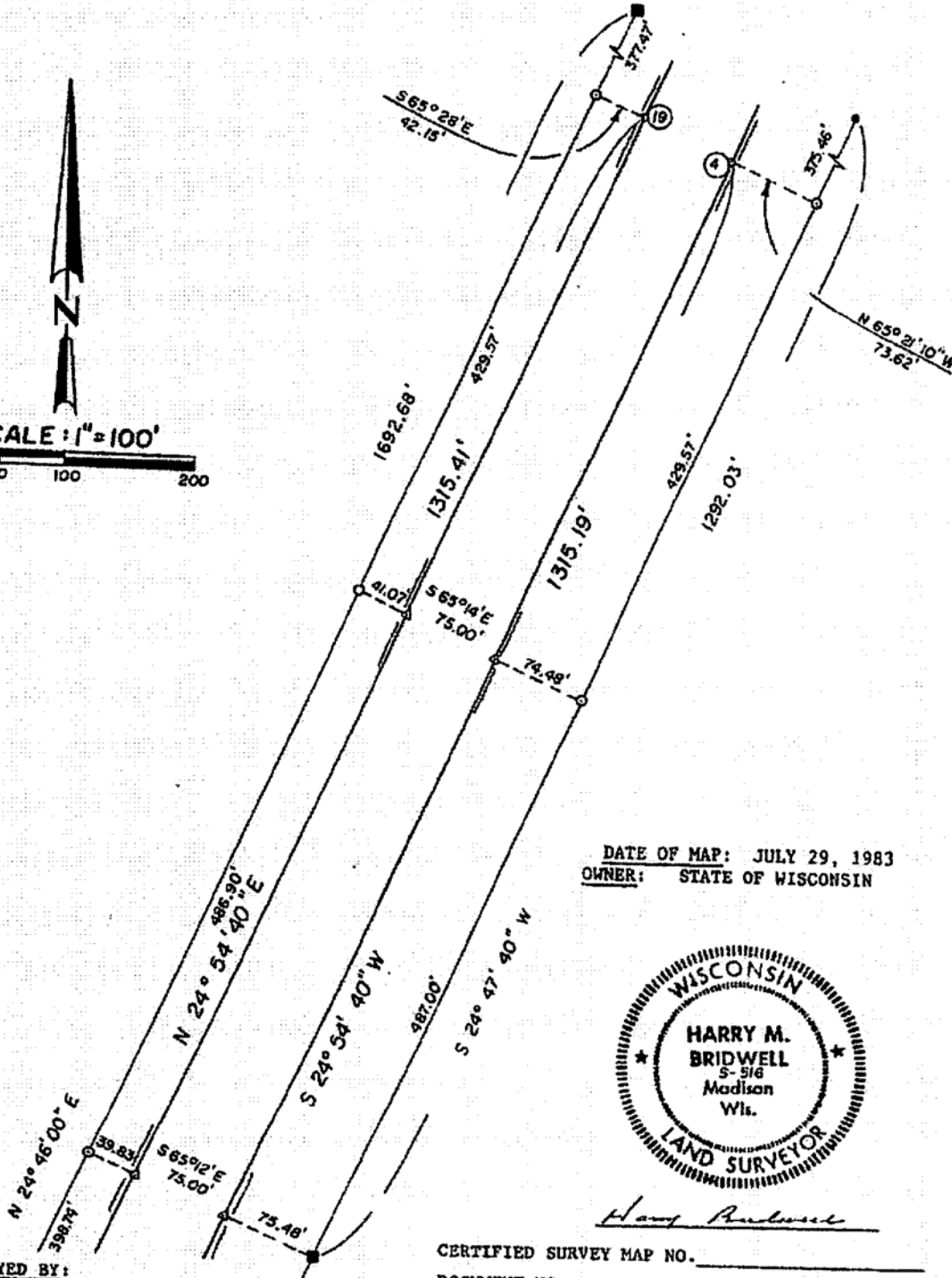
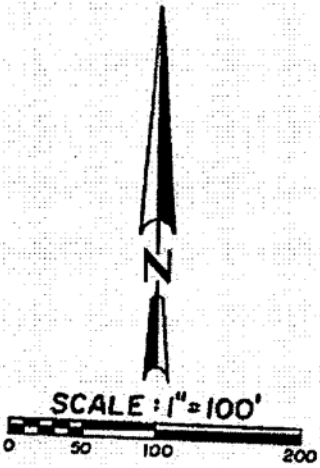


Harry M. Bridwell
 DATE OF MAP: JULY 29, 1983
 OWNER: STATE OF WISCONSIN

CERTIFIED SURVEY MAP NO. _____
 DOCUMENT NO. _____
 VOLUME _____ PAGE _____

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 BRIDWELL ENGINEERING COMPANY, INC.
 DWG. NO. C-947(2)-3
 SHEET 3 OF 16

CERTIFIED SURVEY MAP NO. _____



DATE OF MAP: JULY 29, 1983
 OWNER: STATE OF WISCONSIN

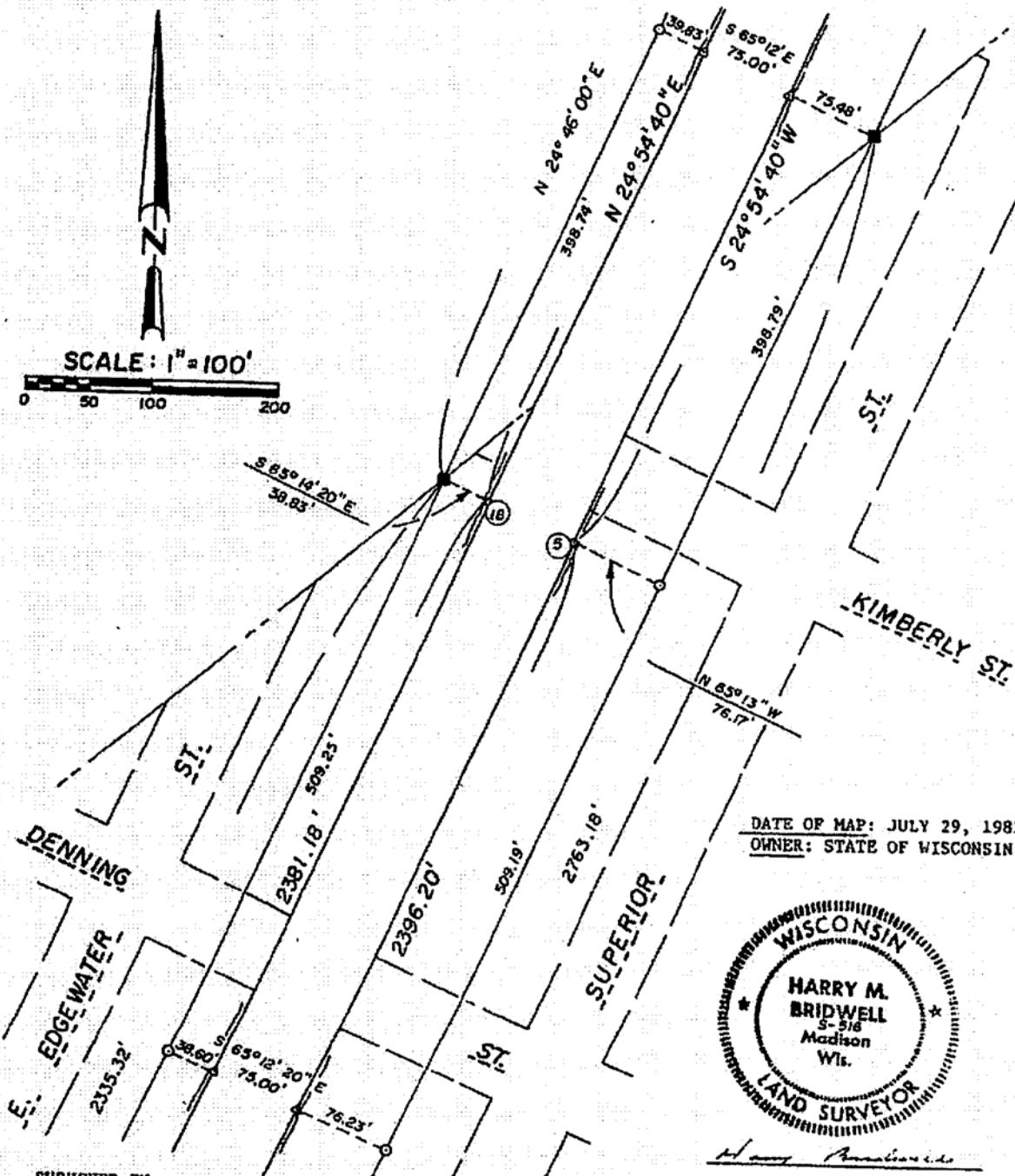
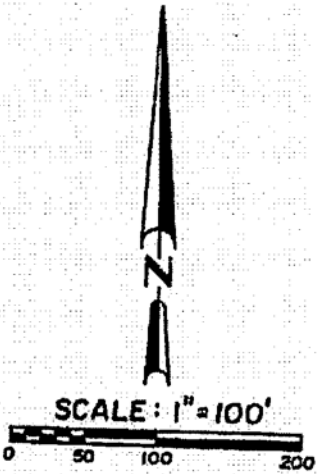


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 BRIDWELL ENGINEERING COMPANY, INC.
 DWG. NO. C-947(2)-4
 SHEET 4 OF 16

CERTIFIED SURVEY MAP NO. _____
 DOCUMENT NO. _____
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CERTIFIED SURVEY MAP NO. _____



DATE OF MAP: JULY 29, 1983
 OWNER: STATE OF WISCONSIN



SURVEYED BY:
 BRIDWELL ENGINEERING COMPANY, INC.
 DWG. NO. C-947(2)-5
 SHEET 5 OF 16

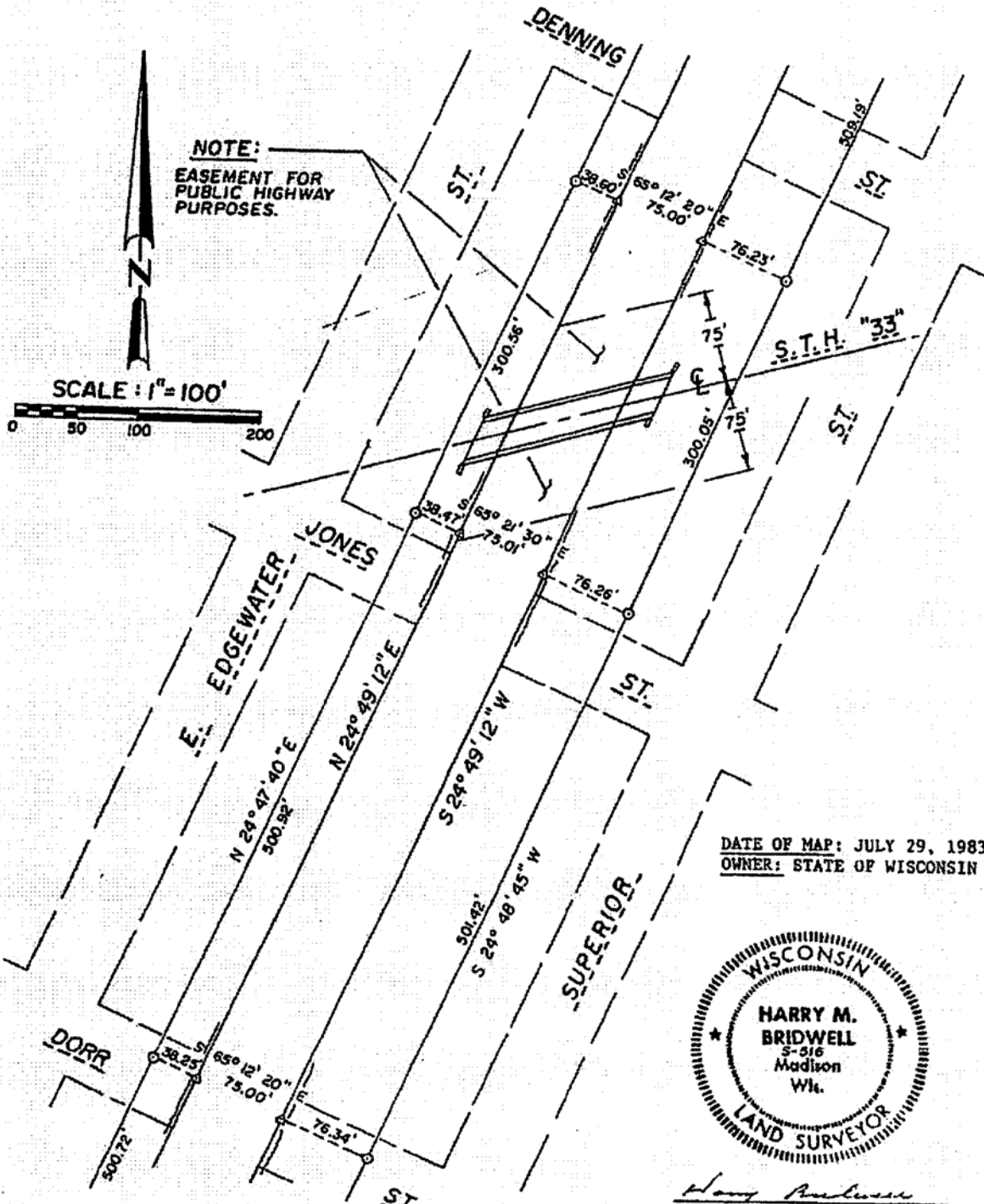
CERTIFIED SURVEY MAP NO. _____
 DOCUMENT NO. _____
 VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP NO. _____

NOTE:
EASEMENT FOR
PUBLIC HIGHWAY
PURPOSES.



SCALE: 1" = 100'
0 50 100 200



DATE OF MAP: JULY 29, 1983
OWNER: STATE OF WISCONSIN

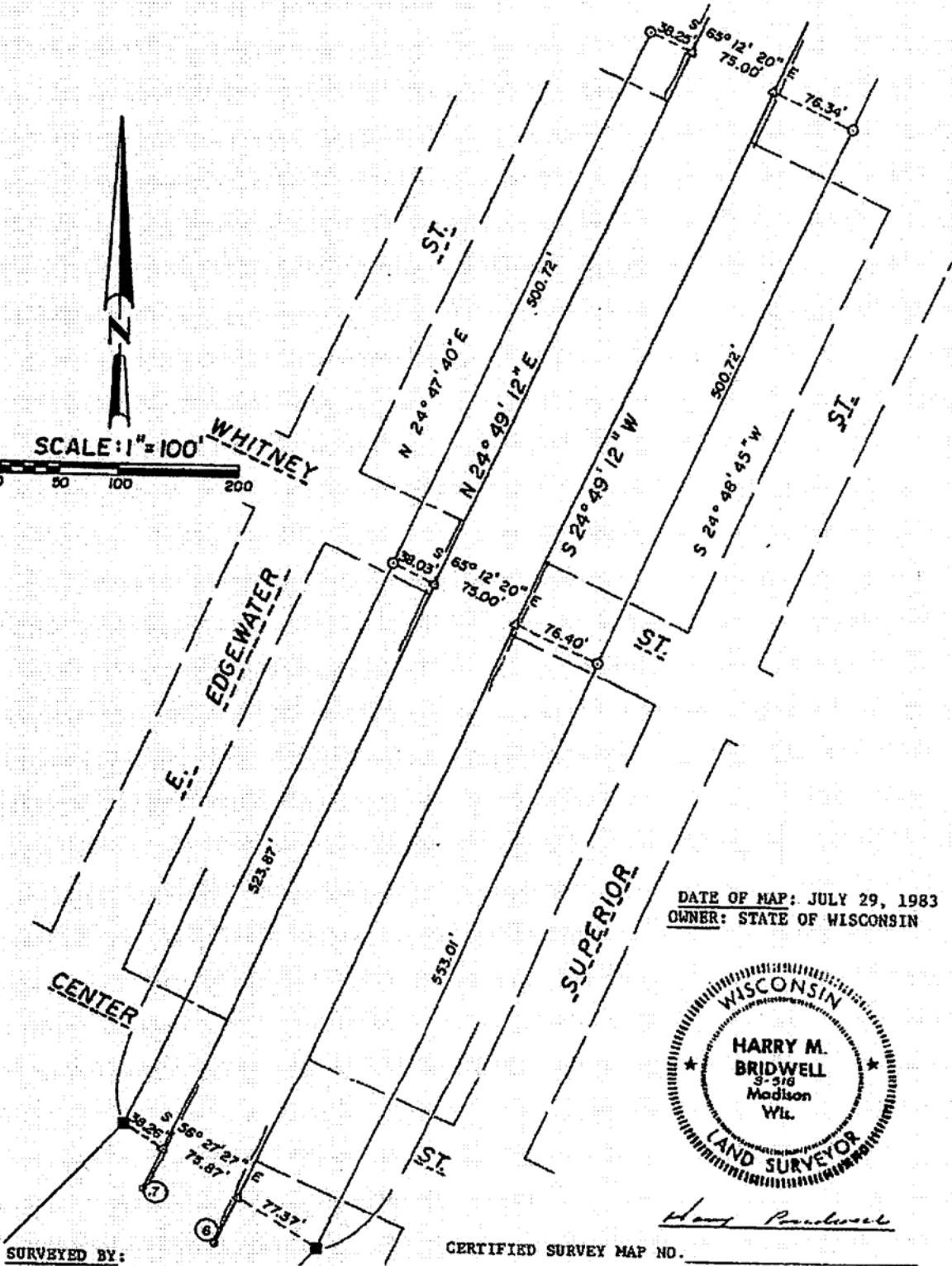
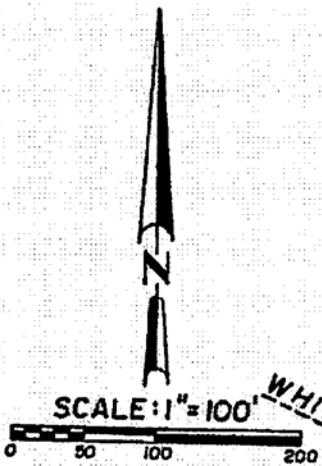


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SURVEYED BY:
BRIDWELL ENGINEERING COMPANY, INC.
DWG. NO. C-947(2)-6
SHEET 6 OF 16

CERTIFIED SURVEY MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP NO. _____



DATE OF MAP: JULY 29, 1983
 OWNER: STATE OF WISCONSIN



Harry M. Bridwell

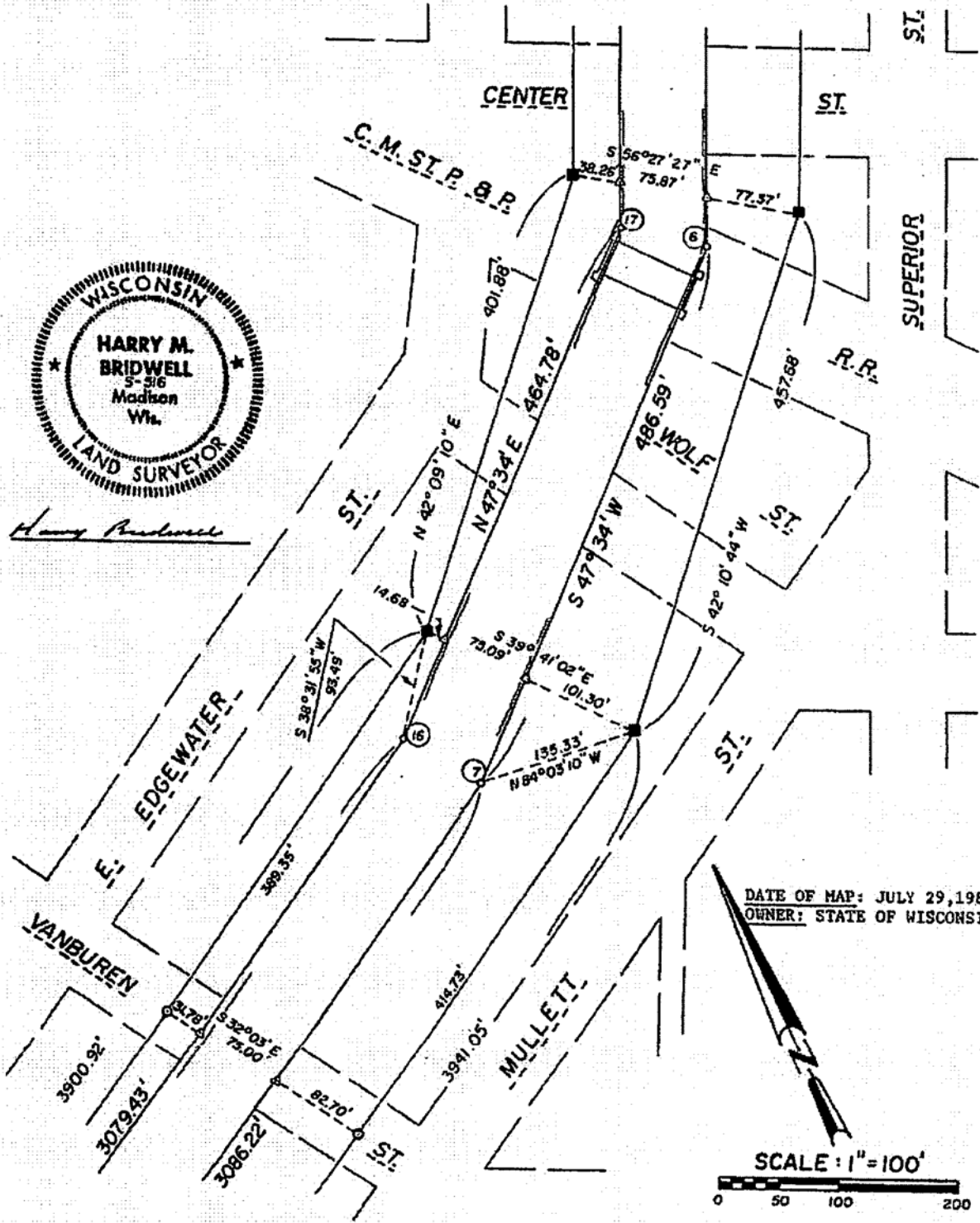
SURVEYED BY:
 BRIDWELL ENGINEERING COMPANY, INC.
 DWG. NO. C-947(2)-7
 SHEET 7 OF 16

CERTIFIED SURVEY MAP NO. _____
 DOCUMENT NO. _____
 VOLUME _____ PAGE _____

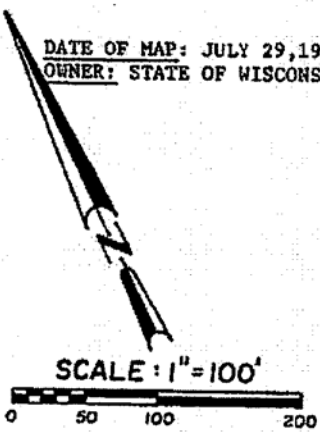
CERTIFIED SURVEY MAP NO. _____



Harry M. Bridwell



DATE OF MAP: JULY 29, 198
OWNER: STATE OF WISCONSIN



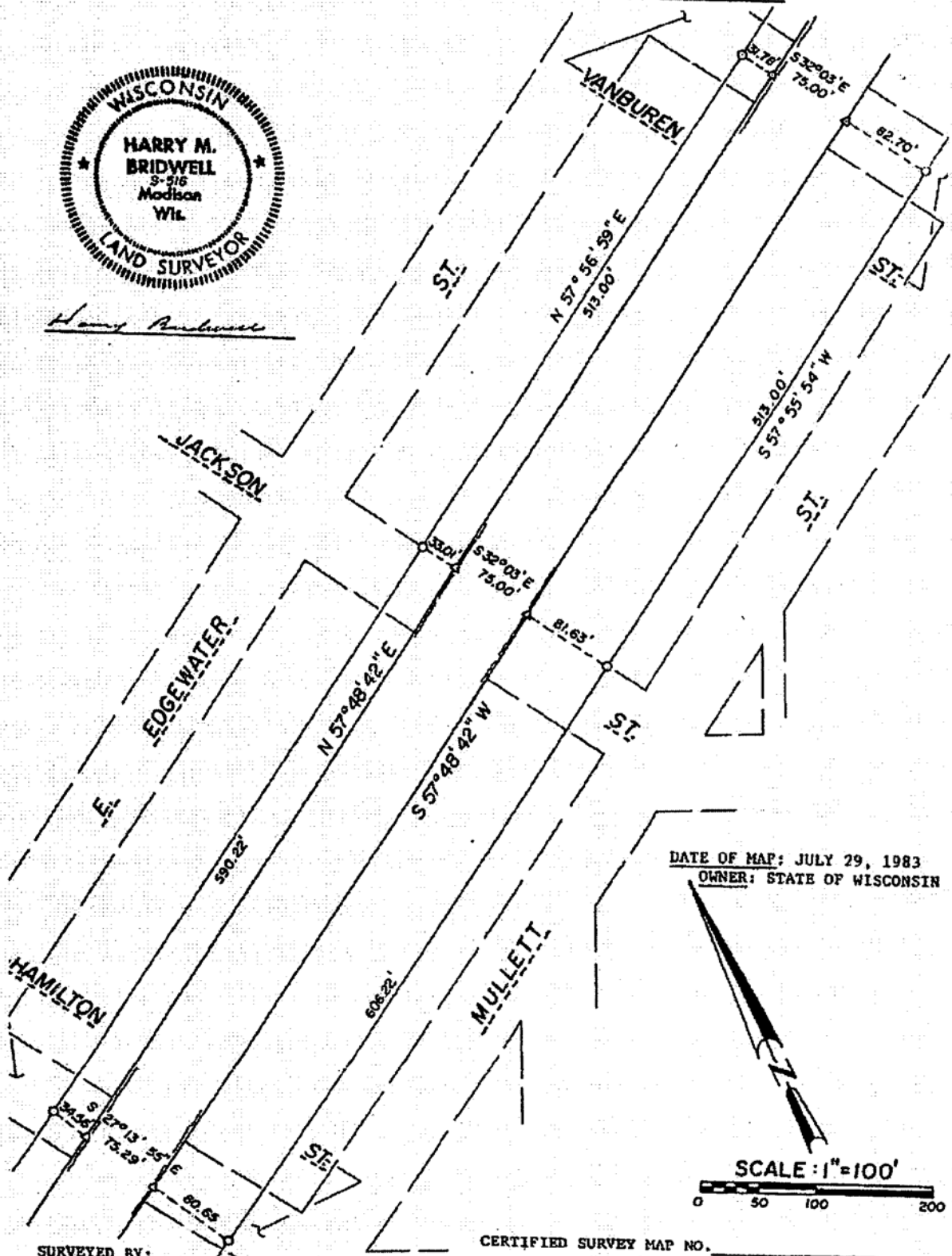
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BRIDWELL ENGINEERING COMPANY INC.
DWG. NO. C-947(2)-8
SHEET 8 OF 16

CERTIFIED SURVEY MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

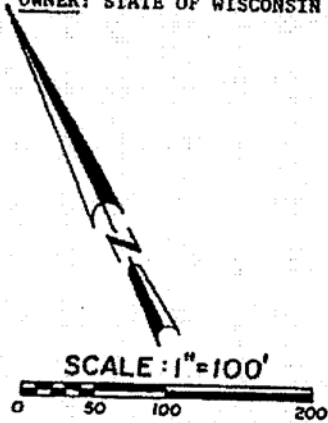
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Harry M. Bridwell



DATE OF MAP: JULY 29, 1983
OWNER: STATE OF WISCONSIN

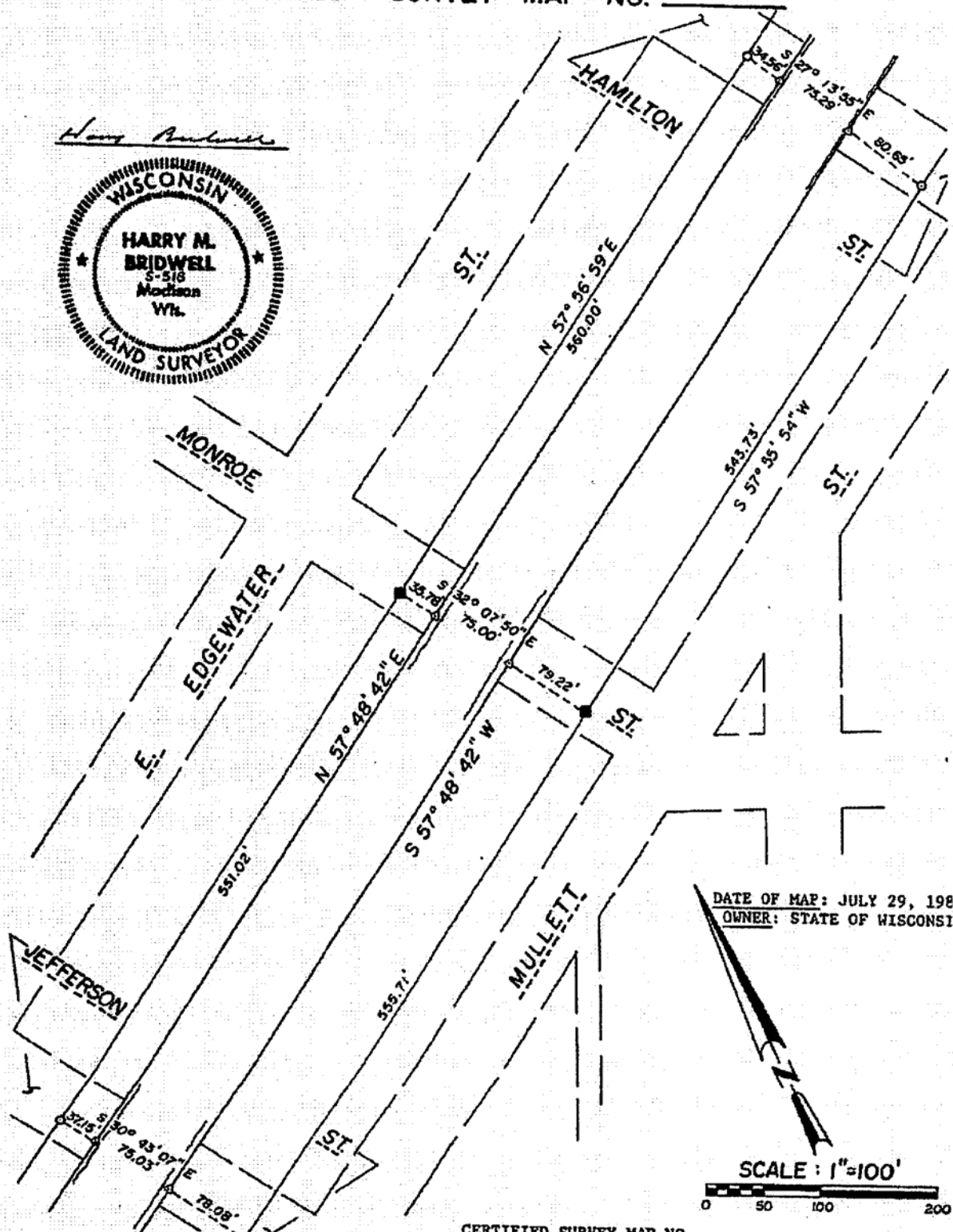


SURVEYED BY:
BRIDWELL ENGINEERING COMPANY INC.
DWG. NO. C-947(2)-9
SHEET 9 OF 16

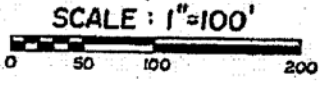
CERTIFIED SURVEY MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP NO. _____

Harry M. Bridwell



DATE OF MAP: JULY 29, 198
OWNER: STATE OF WISCONSIN



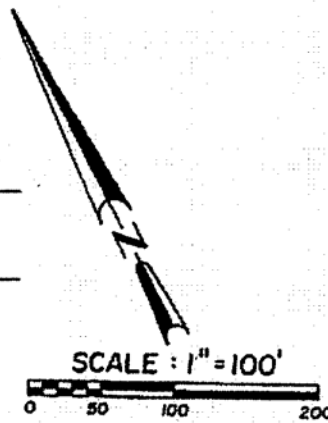
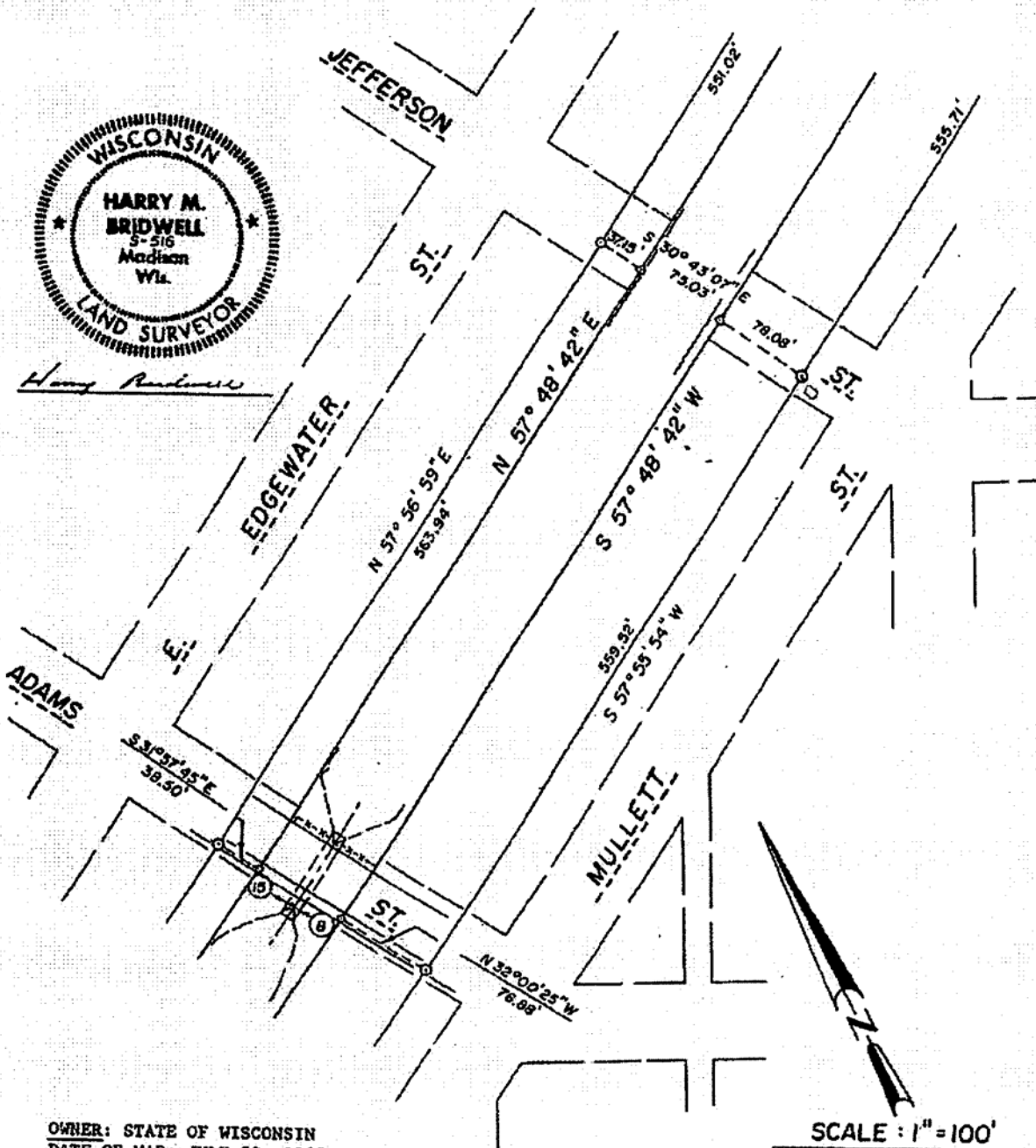
SURVEYED BY:
BRIDWELL ENGINEERING COMPANY, INC.
DWG. NO. C-947(2)-10
SHEET 10 OF 16

CERTIFIED SURVEY MAP NO. _____
DOCUMENT NO. _____
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CERTIFIED SURVEY MAP NO. _____



Harry Bridwell

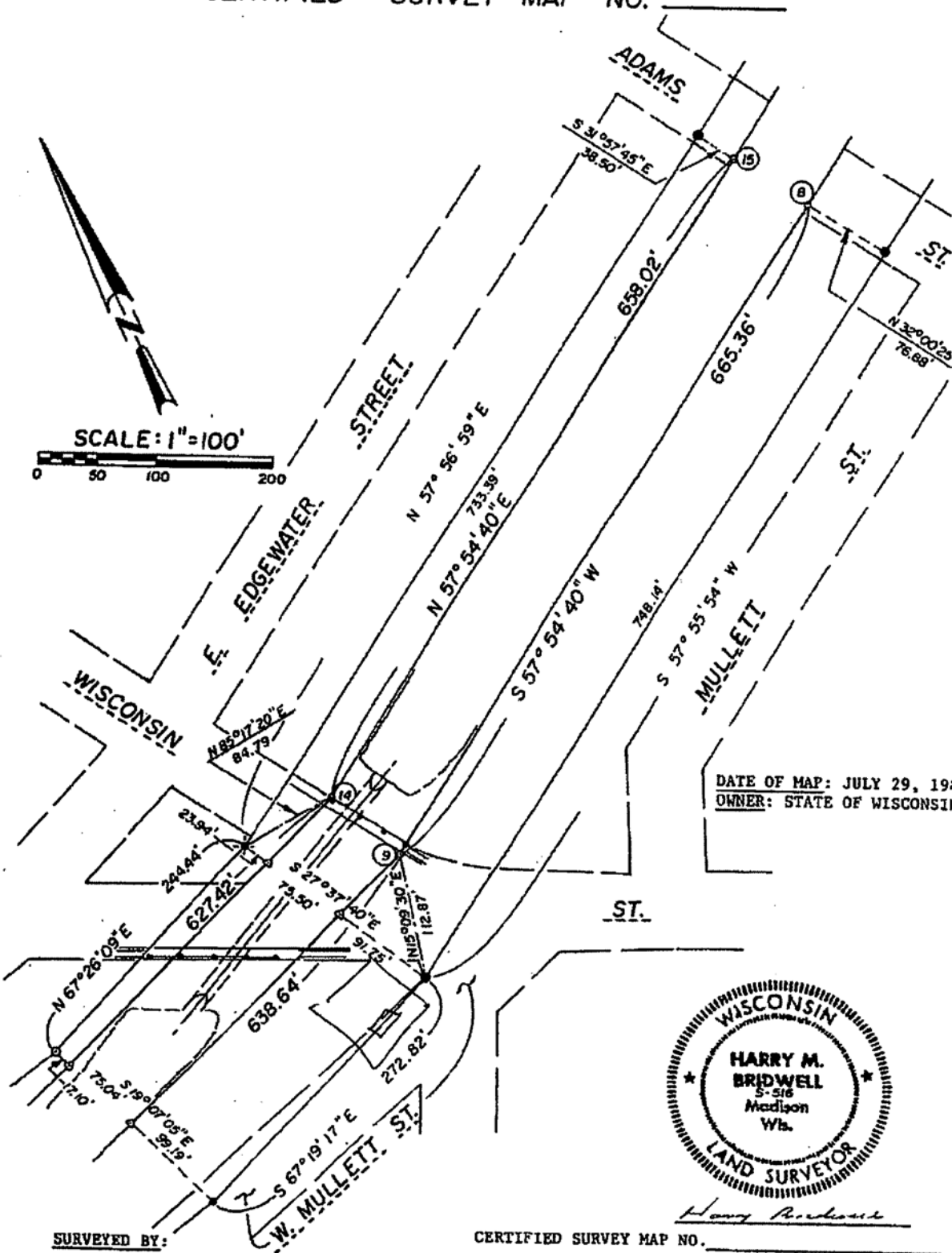


OWNER: STATE OF WISCONSIN
 DATE OF MAP: JULY 29, 1983
 SURVEYED BY:

BRIDWELL ENGINEERING COMPANY, INC.
 DWG. NO. C-947(2)-11
 SHEET 11 OF 16

CERTIFIED SURVEY MAP NO. _____
 DOCUMENT NO. _____
 VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP NO.



DATE OF MAP: JULY 29, 19:
OWNER: STATE OF WISCONSII

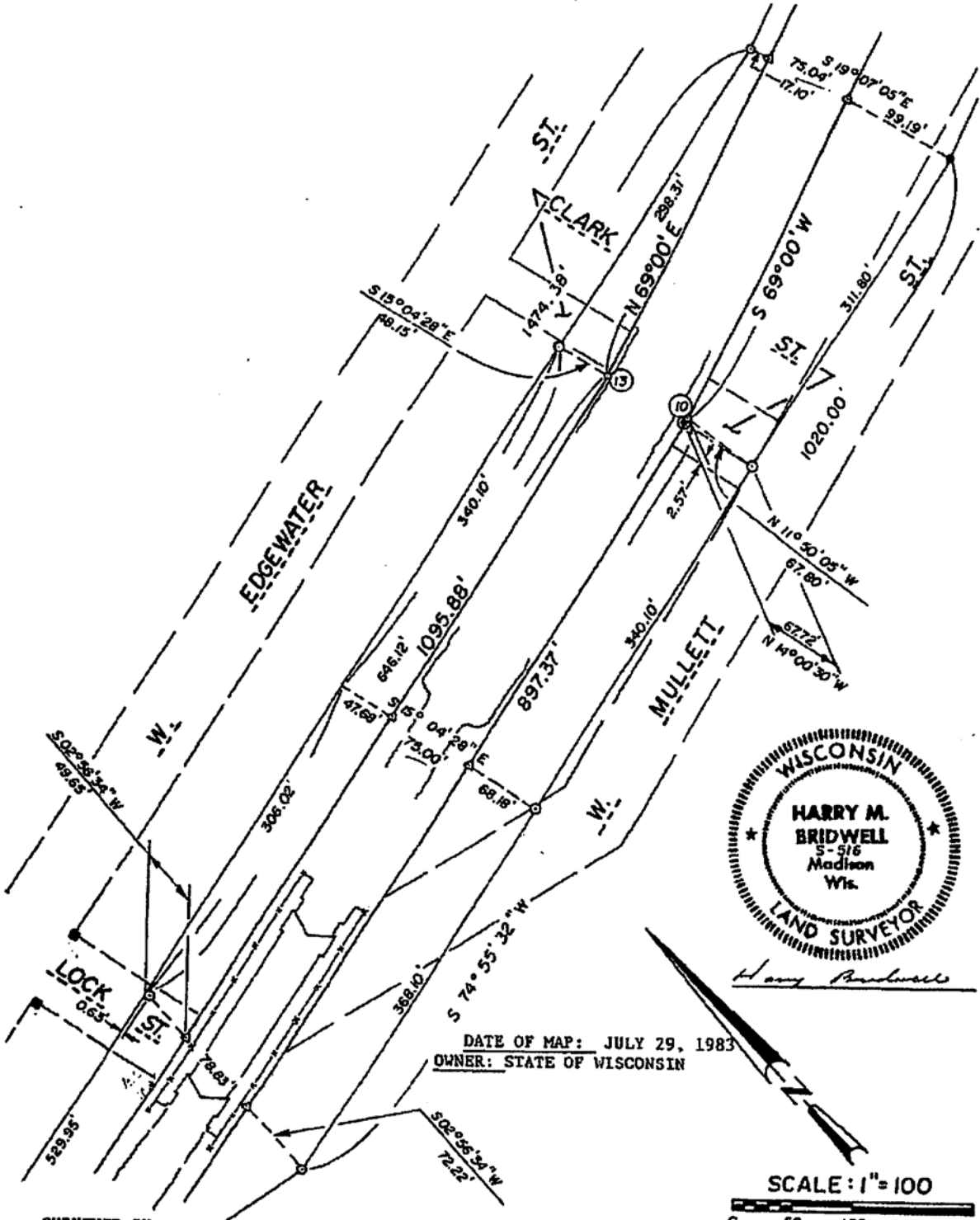


Harry M. Bridwell

SURVEYED BY:
BRIDWELL ENGINEERING COMPANY, INC.
DWG. NO. C-947(2)-12
SHEET 12 OF 16

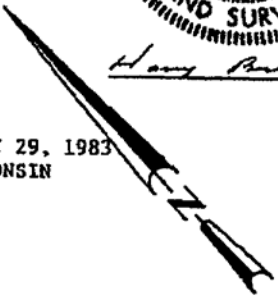
CERTIFIED SURVEY MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP NO. _____

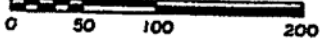


Harry M. Bridwell

DATE OF MAP: JULY 29, 1983
OWNER: STATE OF WISCONSIN



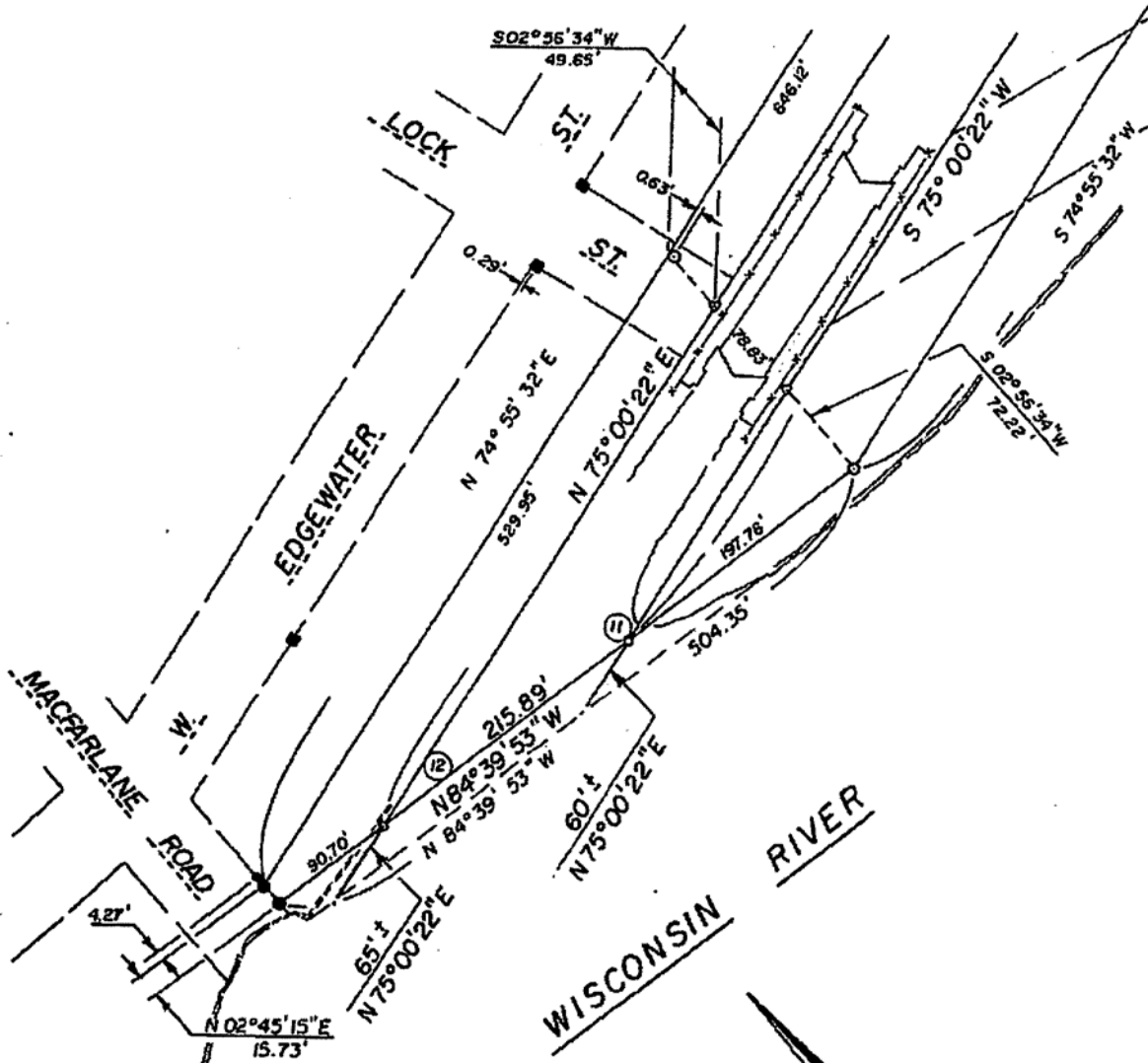
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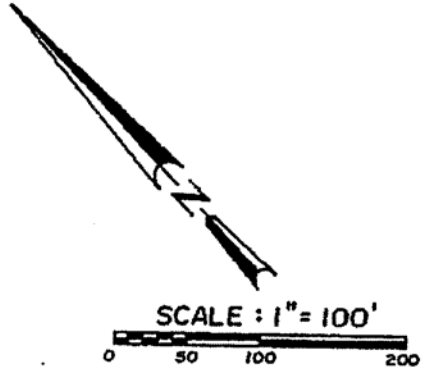
SURVEYED BY:
BRIDWELL ENGINEERING COMPANY, INC.
DWG. NO. C-947(2)-13
SHEET 13 OF 16

CERTIFIED SURVEY MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP NO. _____



DATE OF MAP: JULY 29, 1983
 OWNER: STATE OF WISCONSIN



Harry Bridwell
 SURVEYED BY:
 BRIDWELL ENGINEERING COMPANY, INC.
 DWG. NO. C-947(2)-14
 SHEET 14 OF 16

CERTIFIED SURVEY MAP NO. _____
 DOCUMENT NO. _____
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CERTIFIED SURVEY MAP NO. _____

STATE OF WISCONSIN)
COUNTY OF DANE) SS

DATE OF MAP: JULY 29, 1983
OWNER: STATE OF WISCONSIN

I, Harry M. Bridwell, Wisconsin Land Surveyor, S-516, do hereby certify that I have surveyed, divided and mapped a division of Government Lots 8 and 9 of Section 33, T13N, R9E, (Also described as part of Lot 11 plus Part of the SE 1/4, SW 1/4 of Section 33, T13N, R9E); Part of Government Lots 6 and 7 in Section 4, T12N, R9E; Part of Government Lots 5 and 6 in Section 8, T12N, R9E, plus part of GRIGNON CLAIM No. 21 in Sections 4, 5 and 8, T12N, R9E, all in the CITY OF PORTAGE, COLUMBIA COUNTY, WISCONSIN, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 33;

Thence N 89° 35' 20" W, 958.65 feet to a point on the East line of a 190 foot wide strip of land including the United States Canal;

Thence continue N 89° 35' 20" W, 80.53 feet to a point on the East line of the canal (formerly U.S. Canal) and the point of beginning of this description: ✓

Thence S 25° 09' 25" W, along the easterly line of said canal, 432.11 feet;

Thence S 24° 54' 40" W, along the easterly line of said canal, 1315.19 feet;

Thence S 24° 49' 12" W, along the easterly line of said canal, 2396.20 feet;

Thence S 47° 34' W, along a southeasterly line of said canal, 486.59 feet;

Thence S 57° 48' 42" W, along a southeasterly line of said canal, 3086.22 feet;

Thence S 57° 54' 40" W, along a southeasterly line of said canal, 665.36 feet;

Thence S 69° 00' W, along a southerly line of said canal, 638.64 feet;

Thence S 75° 00' 22" W, along a southerly line of said canal, 897.37 feet to a point which is N 75° 00' 22" E, 60 feet more or less, from the northerly line of the Wisconsin River;

Thence N 84° 39' 53" W, 215.89 feet to a point on a northerly line of said canal which is N 75° 00' 22" E, 65 feet, more or less, from the northerly line of the Wisconsin River;

Thence N 75° 00' 22" E, along the aforesaid northerly line of said canal, 1095.88 feet;

Thence N 69° 00' E, along a northerly line of said canal, 627.42 feet;

Thence N 57° 54' 40" E, along a northwesterly line of said canal, 658.02 feet;

Thence N 57° 48' 42" E, along a northwesterly line of said canal, 3079.43 feet;

Thence N 47° 34' E, along a northwesterly line of said canal, 464.78 feet;

Thence N 24° 49' 12" E, along a westerly line of said canal, 2381.18 feet;

Thence N 24° 54' 40" E, along a westerly line of said canal, 1315.41 feet;

Thence N 25° 09' 25" E, along a westerly line of said canal, 909.41 feet;

Thence N 25° 34' 15" E, along a westerly line of said canal, 576.02 feet;

Thence N 29° 24' 15" E, along a westerly line of said canal, 1159.19 feet to a point which is S 29° 24' 15" W, 65 feet, more or less, from the centerline of the Fox River;

Thence S 35° 49' 09" E, 82.60 feet to a point on the easterly line of said canal which is S 29° 24' 15" W, 57 feet, more or less, from the centerline of the Fox River;

Thence S 29° 24' 15" W, along the aforesaid easterly line of said canal, 1121.99 feet;

Thence S 25° 34' 15" W, along a easterly line of said canal, 573.22 feet;

Thence S 25° 09' 25" W, along a easterly line of said canal, 476.88 feet to the point of beginning of this description.

SURVEYED BY:
BRIDWELL ENGINEERING COMPANY, INC.
DWG. NO. C-947(2)-15
SHEET 15 OF 16

CERTIFIED SURVEY MAP NO. _____
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CERTIFIED SURVEY MAP NO. _____

Said described parcel is 75 feet in width extending from the centerline of the Fox River to the northerly line of the Wisconsin River and contains 21.2 acres, more or less.

I also certify that this map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made, and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Portage in surveying, dividing and mapping the same.

Date: July 29, 1983

Harry M. Bridwell
Harry M. Bridwell
Wisconsin Land Surveyor, S-516



COMMON COUNCIL RESOLUTION

Resolved: That this CERTIFIED SURVEY MAP, including any dedications shown thereon, which has been duly filed for approval of the Common Council of the City of Portage, Columbia County, Wisconsin, be and the same is hereby approved.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Common Council of the City of Portage on this _____ day of _____, 19____.

City Clerk,
City of Portage

CERTIFICATE OF COUNTY REGISTER OF DEEDS

Received for recording this _____ day of _____, 19____, at _____ o'clock _____ M. and recorded in Volume _____ of CERTIFIED SURVEY MAPS of Columbia County on Pages _____.

Marian L. Robinson
Register of Deeds
Columbia County, Wisconsin

DATE OF MAP: JULY 29, 1983
OWNER: STATE OF WISCONSIN

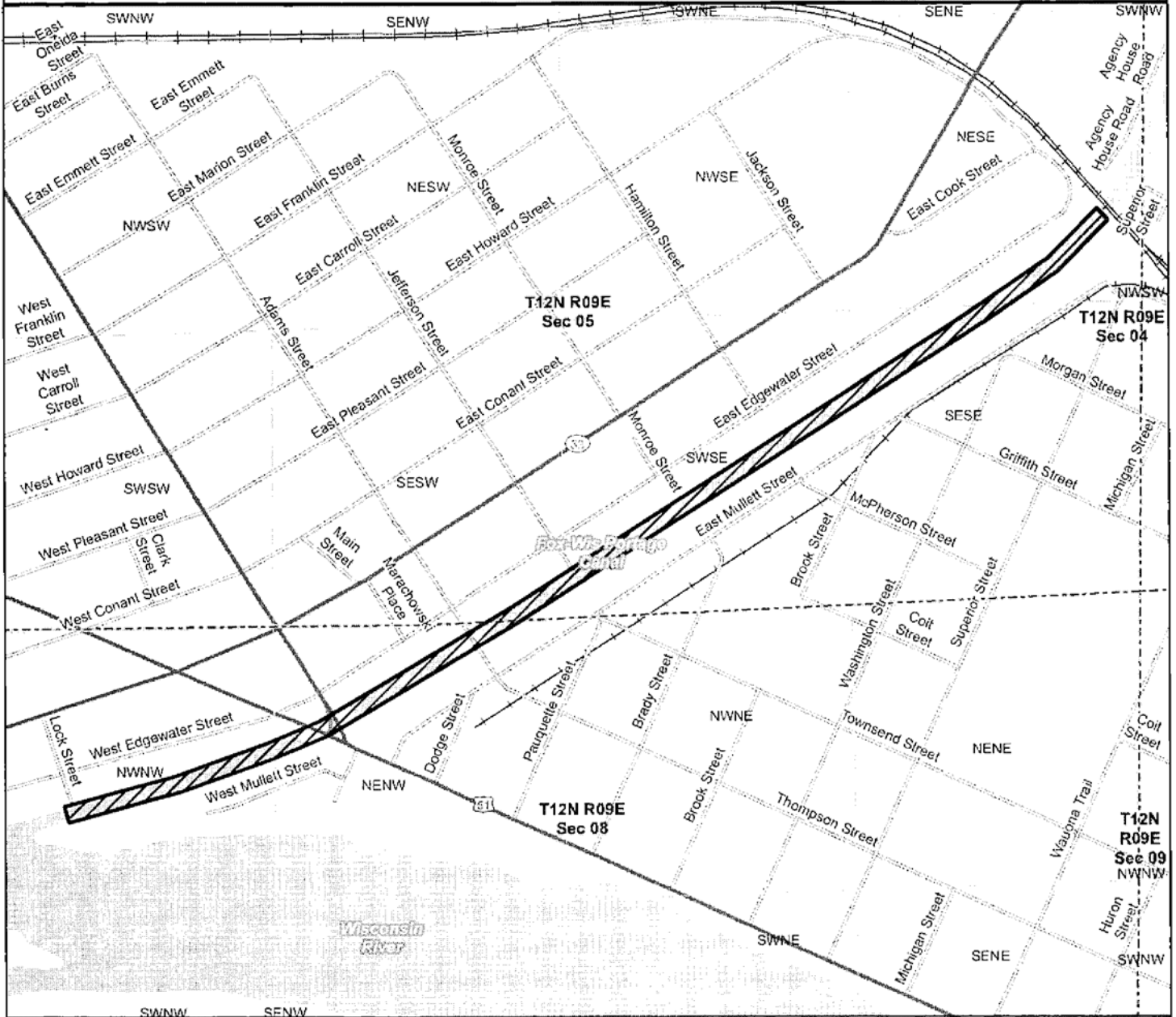
SURVEYED BY:
BRIDWELL ENGINEERING COMPANY, INC.
DWG. NO. C-947(2) - 16
SHEET 16 OF 16

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DOCUMENT NO. _____
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Exhibit B - Portage Canal Trail Easement


Upper Fox River Public Access | T12N R9E Sec 5 & 8, City of Portage, Columbia County


This exhibit is not to scale, and the data set forth hereon has been obtained from various sources and is of varying, age, reliability and resolution. This exhibit is for illustrative purposes only. No warranty, expressed, or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this exhibit. In the event of any conflicts between the Access Permit to which this exhibit is attached and this exhibit, the Access Permit shall control.



-  Trail Easement
-  Section Boundary
-  QQ Section Boundary
-  Open Water
-  Interstate Hwys
-  Major Hwys
-  County Hwys and Ramps
-  Local Roads







Sep 30, 2022 cjm
 Real Estate Section
 Bureau of Facilities and Lands

Exhibit C

Continuing Obligations Inspection and Maintenance Log

Form 4400-306 (R 7/20) Page 1 of 2

Directions: In accordance with s. NR 727.05 (1) (b) 3., Wis. Adm. Code, use of this form for documenting the inspections and maintenance of certain continuing obligations is required. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records law [ss. 19.31-19.39, Wis. Stats.]. When using this form, identify the condition that is being inspected. See the closure approval letter for this site for requirements regarding the submittal of this form to the Department of Natural Resources. A copy of this inspection log is required to be maintained either on the property, or at a location specified in the closure approval letter. Do NOT delete previous inspection results. This form was developed to provide a continuous history of site inspection results. The Department of Natural Resources project manager is identified in the closure letter. The project manager may also be identified from the database, BRRTS on the Web, at <http://dnr.wi.gov/bofw/SelfBasicSearchForm.do>, by searching for the site using the BRRTS ID number, and then looking in the "Who" section.

Activity (Site) Name

BRRTS No.

Inspections are required to be conducted (see closure approval letter):

- annually
- semi-annually
- other - specify _____

When submittal of this form is required, submit the form electronically to the DNR project manager. An electronic version of this filled out form, or a scanned version may be sent to the following email address (see closure approval letter):

Inspection Date	Inspector Name	Item	Describe the condition of the item that is being inspected	Recommendations for repair or maintenance	Previous recommendations implemented?	Photographs taken and attached?
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier for soil <input type="checkbox"/> sediment cap <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N

Continuing Obligations Inspection and Maintenance Log
Form 4400-305 (R 7/20) Page 2 of 2

_____ Activity (Site) Name

_____ BRRTS No.

{Click to Add/Edit Image}

Date added:

Title:

{Click to Add/Edit Image}

Date added:

Title: