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 Tx:8856573

**FISHERIES STREAMBANK  
CORRIDOR EASEMENT**

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

Wis. Stats. ss. 23.09(2)(d)3, 23.094, 29.617  
 Form 2200-30A

**KRISTI CHLEBOWSKI  
 DANE COUNTY  
 REGISTER OF DEEDS**

**DOCUMENT #  
 5329299**

**05/30/2017 4:05 PM**

**Trans. Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 8**

**THIS FISHERIES STREAMBANK CORRIDOR EASEMENT** (hereinafter referred to as the "Easement") is made by and between **Richard A. Grum Revocable Trust**, (hereinafter referred to as "Grantor") and the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Grantee").

### RECITALS

**WHEREAS**, the Grantor is the owner of fee simple title to certain real estate located in the **Dane County**, State of Wisconsin, with the stream known as **Vermont Creek** (hereinafter referred to as the "Stream") traversing Grantor's property at certain locations;

**WHEREAS**, Grantee desires to obtain an Easement across, on and over that portion of the Grantor's property adjacent to the Stream for the purpose of managing in-stream and riparian habitat and providing public access for angling, wildlife observation and the enjoyment of scenic beauty;

**WHEREAS**, the location of said Easement is shown on Exhibit "A" attached hereto and made a part hereof and more particularly described below and it is intended that the area of the Easement shall move consistent with any movement of the Stream within the limits of the legal description (hereinafter referred to as the "Premises"):

A strip of fast and unflowed land 66 feet on each bank of the Stream which includes the stream bed and all connecting bays, bayous, backwaters and springheads within the Easement as it flows through the following described property:

A parcel of land located in the Southeast One-Quarter (SE1/4) of Section Fourteen (14) and the Southwest One-Quarter (SW1/4) of Section Thirteen (13), all in Section Thirteen (13), Township Seven (7) North, Range Six (6) East, in the Town of Vermont, Dane County, Wisconsin, more particularly described as follows:

Beginning at an iron pipe monument at the Southwest corner of said Section 13; thence South 86° 12' West, along the South line of said Section 14, 1325.0 feet to a solid iron stake set; thence North 3° 35' West, 264.8 feet to a solid iron stake set; thence North 78° 13' East, 585.0 feet to a solid iron stake set; thence North 52° 09' East, 520.9 feet to a solid iron stake set; thence North 33° 41' East, 496.9 feet to a solid iron stake set; thence North 51° 18' East, 363.9 feet to a solid iron stake set; thence North 44° 48' East, 170.8 feet to a solid iron stake set; thence North 38° 28' East, 259.0 feet to a solid iron stake set; thence North 23° 49' East, 176.6 feet to a solid iron stake set; thence North 16° 56' West, 226.8 feet to the centerline of a town road; thence South 75° 00' East, 77.8 feet along the centerline of a town road; thence South 16° 56' East, 205.8 feet to a solid iron stake set; thence South 23° 49' West, 163.0 feet to a solid iron stake set; thence North 80° 30' East, 465.3 feet to a solid iron stake set; thence South 54° 35' East, 262.6 feet to a solid iron stake set; thence South 43° 26' East to the North line of the SE1/4 of SW1/4 of said Section 13; thence West to the East line of the SW1/4 of the SW1/4 of said Section 13; thence South along said East line to an existing iron pipe on the South line of said Section 13; thence South 85° 02' West, along said Section line, 1323.3 feet to the point of beginning. The bearings used in this survey and descriptions are referenced to magnetic North as observed on June 30, 1971.

#### Recording Area

Return: Department of Natural Resources  
 Bureau of Facilities & Land - LF/6  
 P.O. Box 7921  
 Madison, Wisconsin 53707-7921  
 Attn: Aubrey Johnson (FM-10377)

#### Parcel Identification Number (PIN):

070613390006

The Premises will also include the following:

A 33' wide public vehicular access easement and parking area as identified on Exhibit "A", Said vehicular access easement is along the existing driveway running from the Town Road named Windy Acres Way to said parking area. Together with a 16.5 public pedestrian access easement running from the parking area thence easterly parallel to the north property line of the Grantor's ownership to the Stream Bank Easement all being located in Section 13, Town 7 North, Range 6 East.

**NOW, THEREFORE**, for and in consideration the sum of Seventeen thousand four hundred Dollars (\$17,400.00) and the mutual terms and conditions hereinafter contained, Grantor conveys to the Grantee, its successors and assigns, this Easement.

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

I. RIGHTS OF THE GRANTEE

A. The public shall have the right:

- i. To enter upon and utilize the Premises to the extent necessary for the full enjoyment and use of the rights and privileges granted by this Easement;
- ii. To catch and take fish from the waters thereon by legal means;
- iii. To observe wildlife and enjoy scenic beauty.

Public travel on the Premises shall be by foot, snowshoe or ski. The Grantee shall not develop a trail unless permitted by the Grantor in a separate document.

B. The Grantee shall have the right:

- i. To protect and develop the waters within the Premises by the installation and maintenance of stream improvement measures deemed necessary by the Grantee for the purpose of managing instream habitat and the fishery therein;
- ii. To post signs on the Premises in order to delineate authorized public use;
- iii. To protect the Premises from erosion by the installation and maintenance of mechanical and physical means such as fencing, machinery crossings, livestock crossings, livestock watering areas, stream bank riprap, and stream bank grading;
- iv. To cut, maintain, or plant trees, shrubs or plants where and to the extent deemed necessary for the protection of stream riparian area;
- v. To manage fish and wildlife habitat and populations within the Premises, including the removal or destruction of beaver dams.

If required by law, the Grantor shall co-apply with the Grantee for any and all federal, state and local licenses, permits or approvals necessary for exercising the rights granted to the Grantee pursuant to this easement. The Grantee shall pay all fees and incidental expenses for permits, approvals or licenses applied for pursuant to this Easement.

- C. The Grantee, its employees, officers, and agents shall have the right of ingress and egress from the Premises across all contiguous lands owned by the Grantor for the purpose of carrying out the rights which are provided for in Paragraph I.B., and for the purposes of assessing and maintaining the aquatic community. It is understood that field roads, roadways, passageways, lanes or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travel ways exist. The Grantor may provide a designated route to and from the Premises which the Grantee shall use if said route is reasonably convenient. The Grantee shall notify Grantor of its intention to cross Grantor's contiguous lands at least 24 hours prior exercising this right.

- D. To the extent authorized by law, the Grantee assumes the responsibility for the adjustment and payment of damages arising from the operation of the Premises as a public fishing area, but within the limits of the funds available for such purpose pursuant to s. 29.617, Stats. The Grantor shall submit a verified statement of the resultant damage to his/her property within 10 days from the date such alleged damage was first noted by the Grantor. The Grantor's failure to report this damage within the prescribed time period shall bar any recovery herein provided.

## II. COVENANTS OF GRANTOR

- A. The Grantor shall cooperate in protection and maintenance of any wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring on the Premises by not draining or tiling or not permitting the draining or tiling, through the transfer of appurtenant water rights or otherwise, of any said wetlands by not ditching or any other means; by not filling in with earth or any other material any low areas on said wetlands; and by not burning any areas covered with marsh vegetation. On the Grantor's contiguous lands, Grantor may not adversely affect the natural flow of surface or underground waters into, within and out of the Premises. Existing tiles draining lands outside the Premises may be maintained and/or replaced by the Grantor, including maintaining and/or replacing titles that are in the Premises in accordance with applicable regulations.
- B. The Grantor shall not change the general topography of the landscape and stream frontage of the Premises from its present condition.
- C. The Grantor may not burn vegetation, till soil, crop, graze, mow/cut the vegetation (including trees/shrubs), or apply chemical on the Premises without prior written approval of the Grantee (except as provided by noxious weed control laws).
- D. The Grantor shall not place within the Premises any sign, billboard, or outdoor advertising structure except signs which protect the Grantor's retained rights.
- E. The Grantor shall not place or erect any new structures upon or in the Premises unless otherwise provided for in this Easement.
- F. The Grantor shall not dump or place ashes, trash, garbage, sewage, sawdust, manure piles or any unsightly or offensive material upon or in the Premises.
- G. The Grantor shall neither lease nor convey any other easement on the Premises which in any way affects the use and enjoyment of this Easement without the prior written permission of the Grantee.

## III. RESERVED RIGHTS OF GRANTOR

- A. The Grantor shall have the right to sell, give or otherwise convey the Premises, provided such conveyance is subject to the terms of this Easement.
- B. The Grantor may use the Premises in the same manner as the general public.
- C. The Grantor controls the Premises for hunting and trapping in accordance with applicable regulations, except as provided for in I.B.V.

- D. The Grantor may use the water in the Stream to water cattle and other stock at locations approved in writing by the Grantee.

#### IV. GENERAL PROVISIONS

- A. The parties hereto confirm and agree that the recitals set forth at the beginning of this Easement are true and correct and incorporate the same herein for all purposes.
- B. The Grantor releases the Grantee from any claims of damage which may arise as a result of floods and flash floods on the Premises and adjoining lands.
- C. The specific owners named as Grantor in this Easement, and each of their respective successors and assigns as fee simple owners of their property respectively shall cease to have further liability under this Easement with respect to facts or circumstances first arising after the Grantor has transferred their fee simple interest in their property, respectively, except, however, for obligations that accrued during the party's period of ownership of title.
- D. This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be modified or amended except by a written document executed and acknowledged by all parties to this Easement and duly recorded in the appropriate office of the Register of Deeds.
- E. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- F. It is intended that this Easement shall be construed as being an adequate and legally enforceable agreement. 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. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
- G. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin
- H. The terms Grantor and Grantee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be and the provisions of this Easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns and shall run with the land.
- I. Other Conditions:

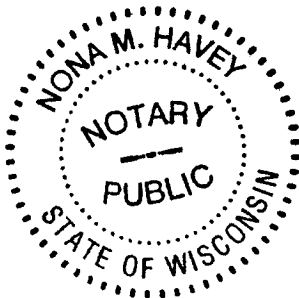
The Grantee recognizes that part or all of the above-described property is currently enrolled in the Managed Forest Law (MFL) program. It is understood that the Grantor is responsible for maintaining the property according to the terms and conditions of the forest management plan and will continue in the program for the duration of the MFL order. This easement is not intended to replace or eliminate the Grantor's obligations under the MFL program. Upon withdrawal, expiration, or non-renewal of the current MFL order, the Grantor's reserved use of the above described property shall be subject to and strictly conform with the terms of this easement.

The Grantee recognizes that part or all of the above-described property is currently enrolled in the Conservation Reserve Enhancement Program (CREP). It is understood that the Grantor is responsible for maintaining the property according to the terms and conditions of the CREP contract and will continue in the program for the duration of the contract period. This easement is not intended to replace or eliminate the Grantor's obligation under the CREP contract. Upon termination of the current CREP contract the Grantor's reserved use of the above described property shall be subject to and strictly conform with the terms of this easement.

\_\_\_\_\_ (SEAL)  
\*

State of Wisconsin )  
 ) ss.  
Dane County )

Personally appeared before me this 13<sup>th</sup> day of April 2017, the above named **Richard A. Grum, Trustee of the Richard A. Grum Revocable Trust**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

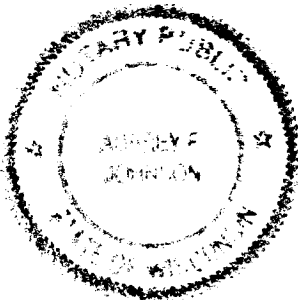


\* Nona M Hauey  
Notary Public, State of Wisconsin  
My commission (expires) (is) 1-15-21

By Terry H. Bay (SEAL)  
Terry H. Bay, Director – Bureau of Facilities and Lands  
Fish, Wildlife & Parks Division

State of Wisconsin                    )  
  ) ss.  
Dane County                            )

Personally came before me this 20 day of April, 2017, the above named Terry H. Bay, Director – Bureau of Facilities and Lands Fish, Wildlife & Parks Division, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.



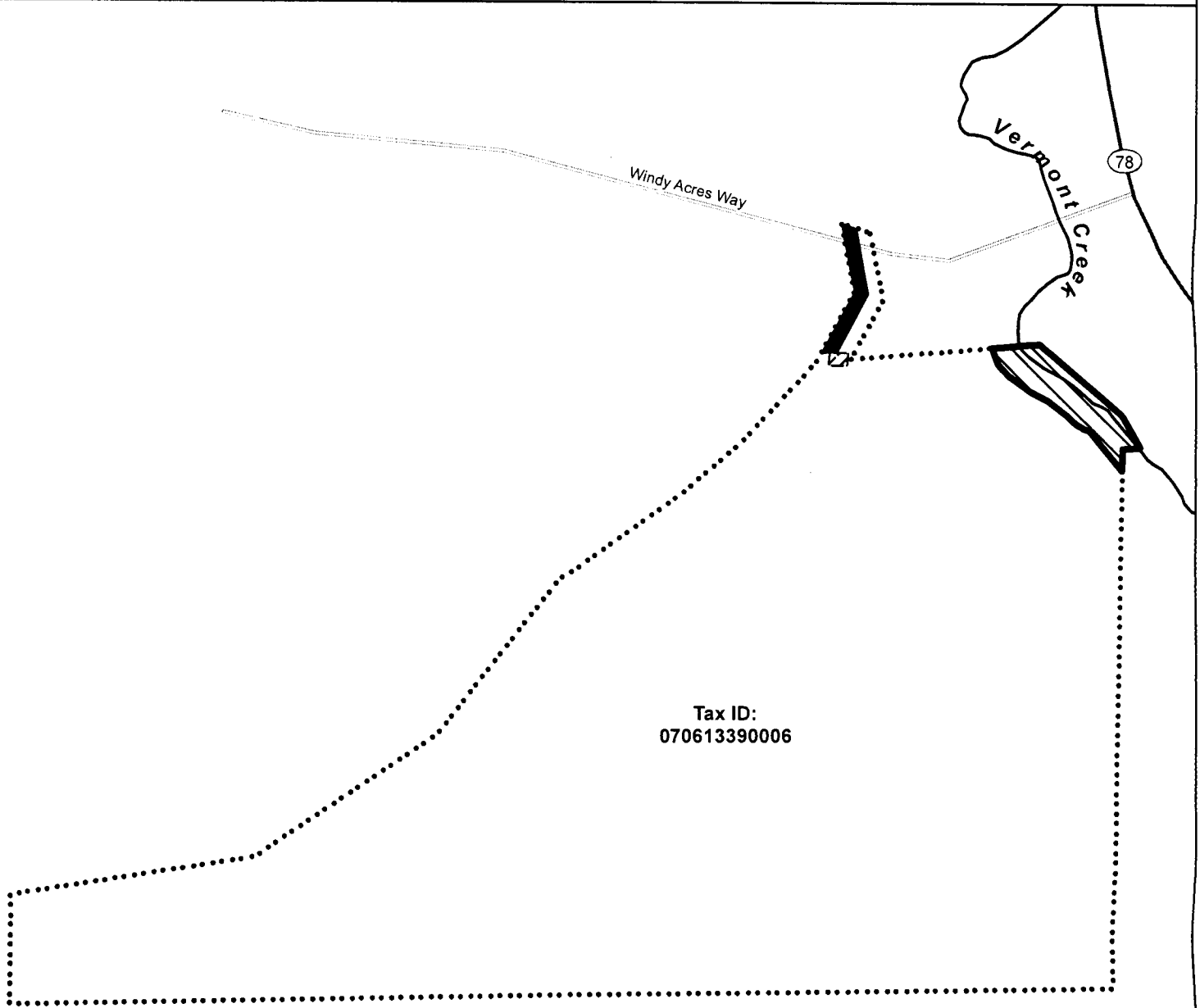
*Robert J. Johnson*  
\* *Robert J. Johnson*  
Notary Public, State of Wisconsin  
My Commission (expires) *(is)* 11/16/20

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

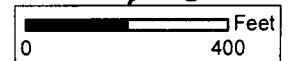
## Exhibit A

### Vermont Creek - T07N R08E Sec 13 NWSW, NESW, and SESW, Town of Vermont, Dane 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 easement to which this exhibit is attached and this exhibit, the easement shall control.



**\*Note: Easement is 66 feet wide  
along both banks of stream**



#### Stream Bank Easement



Premises



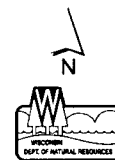
Grantor's Property



Proposed Parking Area



Access Easement



Apr 21, 2017 jpk

Real Estate Section  
Bureau of Facilities and Lands

