

Dane County Contract Cover Sheet

Revised 01/2023

Res 117

Dept./Division	Land & Water Resources		
Vendor Name	WI Dept of Natural Resources	MUNIS #	3457
Brief Contract Title/Description	Agreement with WDNR that allows the County to design, build and maintain a section of Glacial Drumlin Trail on WDNR properties.		
Contract Term	Signing through completion		
Contract Amount	\$0		

Contract # Admin will assign	16461
Type of Contract	
☐	Dane County Contract
☒	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Joleen Stinson	Name	Sara Rigelman
Phone #	608-422-0657	Phone #	608-572-5007
Email	stinson.joleen@danecounty.gov	Email	sara.rigelman@wisconsin.gov
Purchasing Officer			

Purchasing Authority	☐ \$12,000 or under – Best Judgment (1 quote required)	
	☐ Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	☐ Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	☐ Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	☐ Bid Waiver – Over \$43,000 (N/A to Public Works)	
	☒ N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	☒ Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	117
	☐ Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2026
	☒ A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☐ Modifications and reviewed by:	☒ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2026.08.11 08:42:38 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/11/26	Date Out:	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, August 12, 2026 3:26 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16461
Attachments: 16461.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/13/2026 8:32 AM	Approve: 8/13/2026 8:32 AM
	Rogan, Megan	Read: 8/12/2026 3:36 PM	Approve: 8/12/2026 3:36 PM
	Gault, David	Read: 8/13/2026 8:43 AM	Approve: 8/13/2026 8:49 AM
	Cotillier, Joshua	Read: 8/13/2026 3:02 PM	Approve: 8/13/2026 3:21 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16461

Department: Land & Water Resources

Vendor: WI Dept of Natural Resources

Contract Description: Agreement for allowing the design, build and maintain a section of Glacial Drumlin Trail (Res 117)

Contract Term: signing through completion

Contract Amount: \$0

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

**AUTHORIZING A MEMORANDUM OF AGREEMENT
BETWEEN DANE COUNTY AND THE WISCONSIN DEPARTMENT OF NATURAL
RESOURCES FOR THE GLACIAL DRUMLIN TRAIL CONNECTOR**

The Dane County Land & Water Resources Department – Parks Division is developing the first phase of the Capital City to Glacial Drumlin Trail Connector.

The trail segment will be approximately 1.5 miles long and 14 feet wide, consisting of asphalt pavement, bridges, and boardwalk. The trail will include a trailhead and parking area at the east end on County Highway AB and connect into the City of Madison's Capital City Trail Extension to the west.

The Wisconsin Department of Natural Resources owns or holds trail easements on portions of the corridor needed for this phase of the project. Dane County has taken on the design, construction, operation, and maintenance of the trail improvements.

A Memorandum of Agreement with the Wisconsin Department of Natural Resources is required to authorize construction and establish the respective responsibilities of the parties for the long-term management of the trail by Dane County on DNR-owned lands and easements.

Trail construction will be administered by the Wisconsin Department of Transportation (WisDOT) using Surface Transportation Program – Urban Areas grant funding and budgeted Dane County funds.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors authorizes the Dane County Executive to sign the agreement on behalf of Dane County.

**MEMORANDUM OF AGREEMENT
BETWEEN DANE COUNTY AND
THE STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES**

I. Introduction

The purpose of this Memorandum of Agreement, (MOA) is to set forth the agreements and understandings which have been reached between Dane County, (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the development, operation and maintenance of approximately 1.5 miles of trail corridor known as the Glacial Drumlin State Trail and locally referred to as the Glacial Drumlin Capital City Connector Trail (Trail). The property on which the trail is located on is presently secured by the Department for public recreational trail use. The County and the Department are collectively referred to herein as “Parties.”

The Department is interested in preserving and maintaining the corridor for public recreational trail use. The County is interested in developing, maintaining and operating the Trail as a public recreational amenity. The County and the Department agree to work together to achieve their mutual goals as set forth below.

II. Description of the Property

The property subject to this MOA is described generally as the Department-owned and Department-eased parcels on a corridor from the eastern I-39/90 right-of-way line to County Highway AB (Property). A legal description of the Property is attached to this document as Exhibit A and a map is attached hereto as Exhibit B. All exhibits are incorporated herein.

The Department acquired rights from willing sellers to develop a recreational trail on the Property. Two of the parcels acquired for inclusion in the Property are encumbered by their respective real estate agreements. The County agrees to comply with all of the Department’s obligations as set forth in the Special Warranty Deed and State Trail Easement that are attached to and made part of this Agreement as Exhibit C and D.

III. Definitions for the Purpose of this Agreement

1. *Capital development* – new construction, expansion, major reconstruction, or replacement of existing facilities and/or infrastructure resulting in a capital improvement.

Capital development includes but is not limited to the following activities:

- New bridge construction or replacement of entire bridge structures including approaches and abutments.
- Culvert replacements.
- Widening a trail, including bridges, boardwalk or other structures traversed by the trail.

- Replacement of a portion of the trail.
 - Structural repairs to bridges.
 - Changing the trail surface, for example from crushed limestone to asphalt.
 - Replacement or resurfacing of the entire trail surface.
 - Complete replacement or expansion of major trail support amenities such as parking lots, shelters, or restrooms.
2. *Maintenance* – regular and ongoing upkeep of existing facilities and infrastructure to ensure function as intended. This includes routine maintenance and measures taken to prevent deterioration.

Maintenance includes but is not limited to the following activities:

- Tree or brush clearing.
 - Mowing.
 - Removal of material build up from trail shoulders (de-berming).
 - Hazardous tree removal.
 - Map or signage updates.
 - Trash removal or litter clean-up.
 - Flood or storm damage clean-up work such as removing silt, clearing trees and branches, and cleaning out culverts.
 - Snow grooming and/or plowing for winter use.
 - Planting, pruning, and general beautification.
 - Installation and removal of seasonal signage.
3. *Repair* – the act or process of restoring to original or functional soundness without completely replacing, including redecorating, refinishing, nonstructural repairs or maintenance or the replacement of existing fixtures, systems, or equipment with the equivalent fixture, system or equipment.

Repair includes but is not limited to the following activities:

- Repair or repainting of trail support amenities such as signage, kiosks, benches, picnic tables, drinking fountains, bike racks, and bike repair stations, parking lots, shelters, or restrooms.
- Restriping, sealcoating, or spot repairs to fix potholes and cracks in asphalt trails.
- Filling holes, ruts, washouts, etc. and grading to re-establish tread for crushed limestone or gravel trails.
- Replacing or repairing any or all deck boards or railings on bridges or resurfacing bridge approaches.

IV. Consideration

The Parties agree that this MOA benefits both Parties and that these mutual benefits are adequate consideration for this MOA.

V. Obligations of the Department

1. The Department has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the Property exists that would inhibit the ability of the County to utilize and improve the Property as contemplated by this MOA. If such prohibitive conditions are discovered, the Department may take all steps reasonably necessary to remove such conditions, or the Parties may agree to terminate this MOA if they agree its intent of this MOA has been frustrated by those conditions.
2. The Department will work with the County to identify funding sources for capital development, maintenance and repair of the Trail. If funding and resources are available, the Department may assume responsibility for capital developments. All capital developments are the property of the Department.
3. The Department has designated the Trail as a “State Trail” under section NR 51.73, Wis. Adm. Code. The Trail will be included in any appropriate list of State Trails.
4. The Department will make Department volunteer programs available to the County. The Department has an electronic application system for groups interested in volunteering on the State Trail.
5. The Department and the Natural Resources Board, with input from the County, will prepare and approve a Property plan for the Property. For the purpose of this agreement, “Property plan” means a master plan as defined in s. NR 44.03 (8), Wis. Admin. Code, prepared pursuant to Ch. NR 44, Wis. Admin. Code, describing recreational uses allowed and authorized land management of the Property. As appropriate and consistent with state statute, state administrative code and this MOA, the Department will engage the County prior to or during public comment periods for the Property plan to directly gather input from the County. In the event that unforeseen use or management issues arise that are not covered by the Property plan, the County shall bring the matter to the Department’s attention to be addressed in accordance with applicable laws, rules and Department policies.
6. If the Wisconsin governor declares a state of emergency under s. 323.10, Wis. Stats., or if the President of the United States declares a federal state of emergency under CFR Title 44, Part 206, the Department shall be the claimant for all damages to the Property resulting from said state of emergency.

VI. Obligations of the County

1. The County will develop, operate, maintain, and repair the Trail and the Property and may assume responsibility for capital developments. If the County undertakes any capital development, the County shall coordinate with the Department and provide all construction plans and documents to the Department for review and approval prior to commencement. Regulatory compliance work such as endangered resources and cultural resource reviews may be required as part of the Department’s approvals. Any request for funding from the Department related to capital development or other

maintenance or repair projects must be approved by the Department in writing prior to commencement.

2. The County agrees that the construction, operation, maintenance, repair of the Trail will meet or exceed Department trail standards and any applicable standards mandated by state or federal law. The County further agrees that in maintaining and operating the Trail, the County will comply with all applicable state and federal laws.
3. The County shall comply with statutory inspection requirements in accordance with section 23.115(2), Wis. Stats., further described in Department Manual Code 2527.20, and shall provide the Department with all inspection reports.
4. The County shall prepare and maintain an emergency action plan to include protocols and procedures for responding to reports of potentially hazardous conditions and emergencies on the Trail (for example: natural disasters, accidents, spills, fire).
5. The County will coordinate with the Department to implement the requirements in Ch. NR 45, Wis. Admin. Code, that apply to Trails, along with other policies, laws and administrative code requirements that apply to public use of Department lands. Examples include policies and rules governing the use of power-driven mobility devices and drones, geocaching, concessions, special event permits and commercial use permits on the Property.
6. Vegetative management.
 - a. Trees: if the County has a forestry department or forester, it shall follow the guidance in the Department's Public Forest Lands handbook 2460.5 for establishing and administering timber management on cooperative trails. If the County does not have a forester, it shall request assistance from a Department forester to establish and administer timber management activities, including commercial sales.
 1. Forest cover. Trees on the Property are the property of the Department. Any proposed commercial timber sale must be reviewed by the Department. Although cooperative state trails are specifically excluded from forest certification, sustainable forestry practices are encouraged to maintain desired forest cover types. Depending on the desired cover type, different commercial or non-commercial practices may be used. When active management consistent with the Property plan is proposed, the County shall coordinate review of the proposed management activity with appropriate Department staff.
 2. Hazard tree management. Hazard trees should be identified during the biannual property inspections (further described in Section VI. 4. herein). If the volume of hazard trees is too large for County staff to manage, it agrees to consider contracting for a commercial sale or pursue another similar approach. Large-scale hazard tree removal work performed by a contractor or the County that the County deems necessary for maintaining trail safety and infrastructure shall be coordinated with the Department.

3. Salvage operations, including commercial timber sales due to catastrophic wind, ice, fire, disease or insects, may take place. Such work shall be coordinated with the Department.
- b. Non-tree vegetation including saplings, shrubs, and herbaceous vegetation.
 1. Management for routine trail maintenance. A minimum maintained (clear) shoulder of at least 2 feet on either side of the trail tread (the traveled portion of the trail) is recommended. Acceptable maintenance techniques can include mowing, brushing, chainsaw work, and/or pesticide application.
 2. Habitat conversion or establishment. If there is an opportunity to develop or enhance native habitat types outside the trail shoulder(s) consistent with the Property plan, the County will consult with the Department in the development of habitat projects. Such projects may include developing a prairie on a larger block of land within the trail right of way or along the Trail corridor. Projects will be considered for approval by the Department if they are not adverse to existing laws or Department policy, and if they do not negatively impact an existing use.
 - c. New tree or shrub plantings.
Any vegetation planted on the Property is the responsibility of the County. Plantings shall be native species characteristic of the area and shall be planted at least ten feet from the edge of the trail tread (the traveled portion of the trail).
 - d. Pesticide application.
Any pesticide application shall be in accordance with Department Manual Code 4230.1, which incorporates Department of Agriculture, Trade and Consumer Protection certification and Department policy. Neonicotinoid insecticide use may be allowed in accordance with the Department-wide Neonicotinoid Pesticide Policy. The Department 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 Department lands (Department Manual Code 4230.1). Any pesticide use must be reported to the Department in accordance with Department Manual Code 4230.1.
 - e. Invasive species.
 1. The County will follow the requirements of Wisconsin's Invasive Species Rule (chapter NR 40, Wis. Admin. Code).
 2. The County will follow best management practices for invasive species to reduce the risk of introducing or spreading invasive species. Where feasible, the County will eradicate infestations of invasive species.
7. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, and/or reinstallation, of the Trail including, without limitation, zoning, building, health, environmental permits or licenses, including permits issued by the Department such as stormwater, waterway or wetland permits. The County is responsible for permitting costs and shall indemnify the Department against any fines or penalties that may be

levied for the County's failure to procure or to comply with such permits or licenses. The County shall pay any remedial costs to cure violations of federal, state, or local laws. The Department agrees to cooperate with the County in securing any necessary permits or licenses by providing information and data upon request.

8. The County agrees that trail entrance and kiosk signage or display material as appropriate relating to the Trail shall clearly identify the property is a State Trail owned by the Department and under the management and control of the County. No commercial advertising shall be allowed on the Property unless the signage and its placement is in accordance with Department policy. The County may allow signs providing directional information about Trail-related services. No specific business names, commercial logos or fonts, trademarks, or other advertising shall appear in signage on the Property. The Department reserves the right to remove non-compliant signage. In the event Department signage policy is modified, this paragraph addressing signage shall automatically reflect the modification.
9. The County, in connection with this MOA, shall open Trail-related facilities to the general public subject to reasonable rules and regulations, fees, and charges, as outlined below, for the management and operation of the Trail.

A. Rules and regulations.

Pursuant to section NR 45.02, Wis. Admin. Code, the Department retains management, supervision, and control over the Property for the purpose of enforcing Chapter NR 45, Wis. Admin. Code, when needed to protect the public or the Property. Daily routine enforcement remains the responsibility of the County. The County may adopt Chapter NR 45, Wis. Admin. Code, provisions by ordinance.

B. Admission Fees.

The County must use the Department's trail pass fee program if it charges a fee for use of the Trail. If admission fees are charged, State Trail Passes (both annual and daily), the conservation patron license, and senior citizen recreation card issued by the Department shall be honored without additional admission charges. The County shall agree to waive all admission fees on Free Fun Weekend, whose date is determined by the Department, and on National Trails Day. National Trails Day is the first Saturday in June and usually coincides with Free Fun Weekend.

If the County uses the Department's trail pass fee program, the County may retain a commission that must be used for Trail operations and maintenance as provided for in section 27.01 (8m), Wis. Stats. A separate Trail Pass Sales Agreement between the County and the Department will be executed, detailing the sales and remittance procedures. The County may use sub-vendors to sell the passes.

If section 27.01(8) or (8m), Wis. Stats., is modified, this agreement shall automatically reflect the modification.

10. In the exercise of its rights herein, including but not limited to the operation of the Trail on the Property, 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 successors or designees.
11. The County may enter into agreement with a Friends Group which meets the criteria in section NR 1.71, Wis. Admin. Code, and Department policy. In recognition of the status of this Trail as a State Trail, the County agrees that the Department shall also be a party to and co-signer of any Friends agreement.
12. The County may enroll volunteers in the Department's volunteer programs, in accordance with Department policies and procedures. The Department has an electronic application system for groups interested in volunteering on the State Trail.
13. Any contract between the County and a third party to perform duties authorized by this MOA must bind the third party to the County's obligations under this MOA.

VII. General

1. This MOA is subject to all applicable laws and regulations.
2. This MOA may be revised or amended by mutual written agreement of the Department and the County.
3. The Department must approve, and has sole discretion over, all land transactions, crossings, and easements involving the Property, but the County will be the first point of contact for inquiries from the public and/or private entities on these matters. The Department will provide guidelines relating to easements for driveway and road crossings to the County. If the County determines that a request conforms to the guidelines, that request will be referred to the Department for action. If a request does not conform to Department guidelines, the County will deny the request. The Department retains the right to issue other non-conflicting easements, leases, or permits but it shall make every effort to refrain from entering into agreements that would physically alter the Trail or uses allowed on the Trail by the Property plan. The Department shall retain all proceeds from these transactions.
4. An annual meeting between the County and Department will take place to review operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the Trail and review the terms of this MOA.
5. This MOA shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and any state payments or obligations hereunder are subject to the availability of future appropriations.
6. The County assumes complete responsibility for the development, operation, maintenance, and repair of the Trail. The Department has no obligation to develop,

operate, maintain, or repair the Trail at any time. If funding and resources are available, the Department may assume responsibility for capital developments.

7. This MOA does not create an employment or agency relationship between the Department and the County, any employees or agents of the County, or any third parties.
8. The Department shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, contractors, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions. The County recognizes and understands that it 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, 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. This clause applies only to the actions of each party pursuant to this MOA and does not apply to actions or events that occur outside the scope of this easement agreement. In case any action or proceeding is brought against the Department or its employees by reason of any such claim, the County, upon notice from the Department, will defend such action or proceeding.

VIII. Termination

1. County. The County may terminate this MOA by providing to Department ninety (90) days written notice of said termination. In the event the County terminates this MOA or the easement allowing it to operate and maintain the Trail on the Property, the County will retain compliance responsibility for any state or federal grant it obtained for Trail development and support purposes unless the Department agrees in writing to assume compliance responsibility.
2. Department. The Department may terminate this MOA or the easement allowing the County to operate and maintain the Trail on the Property in the event that:
 - A. The County breaches any term or condition in the MOA or the easement and said breach remains uncorrected for a period of ninety (90) days from the Department's discovery of or receipt of written notification of said breach by the County. In the event that the easement and MOA are terminated because the County breached any term or condition of either document, the County will retain compliance responsibility for any state or federal grant assisted areas.
 - B. The Department determines that the continued use of the Property as a Trail would be inconsistent with the management needs or objectives of the Department or the State of Wisconsin. In exercising its termination rights under this provision, the Department shall give the County 180 days' notice of termination and shall reimburse the County for improvements it developed, minus any state or federal grant funds used in the development of the improvements and subject to the availability of appropriations. The Department

will assume compliance responsibility for any federal grant obtained for Trail development purposes if it terminates the easement and/or the MOA under this paragraph.

IN WITNESS WHEREOF, the Department and the County have caused this instrument to be executed by their duly authorized representatives.

DANE COUNTY

By _____
Melissa Agard, County Executive

Date

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By _____
Steven Little, Deputy Secretary

Date

This instrument drafted by the Wisconsin Department of Natural Resources

EXHIBIT A**Parcel 1**

TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, Section 14: All of the Department-owned parcels on a 50-foot wide corridor abutting the southerly right-of-way line of the railroad, beginning at the east right-of-way line of Interstate 90 and running easterly approximately 2,240 feet. The width shall widen at the east end to approximately 80 feet, located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin, as depicted in Exhibit B and described in Exhibit C.

Parcel 2

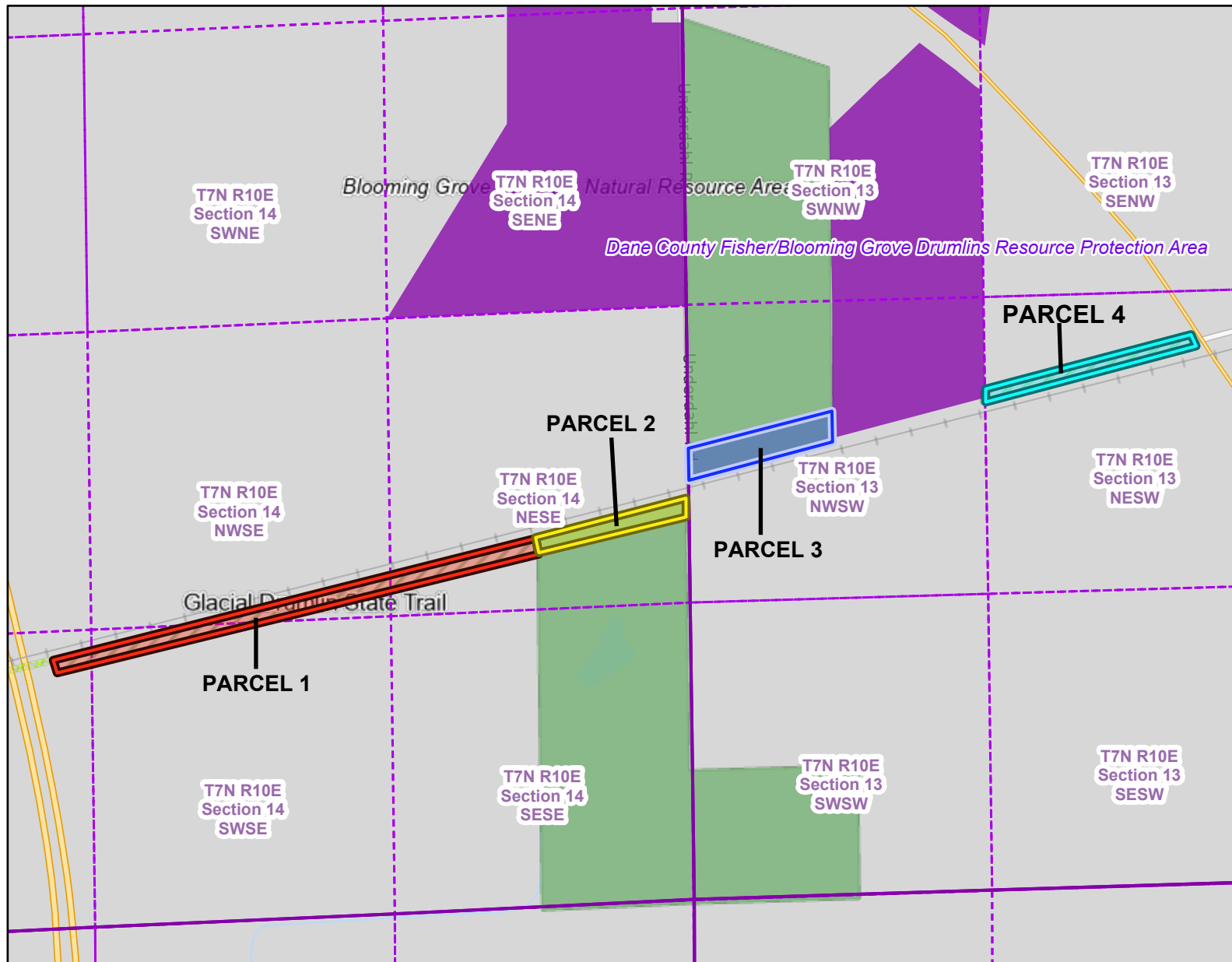
TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, Section 14: All of the Department-owned parcels on an 80-foot wide corridor abutting the southerly right-of-way line of the railroad, beginning at the east end of Parcel 1 and running easterly approximately 660 feet and terminating at Underdahl Road, located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 7 North, Range 10 East, City of Madison, Dane County, Wisconsin, as depicted in Exhibit B.

Parcel 3

TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, Section 13: All of the Department-owned parcels on a 150-foot wide corridor, abutting the northerly right-of-way line of the railroad, beginning at Underdahl Road and running easterly approximately 660 feet and terminating at the Dane County owned parcel, located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 7, Range 10 East, City of Madison, Dane County, Wisconsin, as depicted in Exhibit B.

Parcel 4

TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, Section 13: All of the Department-eased parcels on a 50-foot wide corridor, abutting the northerly right-of-way line of the railroad, beginning at the Dane County owned parcel, and running easterly approximately 1,050 feet and terminating at the west right-of-way line of County Highway AB, located in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 13, Township 7, Range 10 East, City of Madison, Dane County, Wisconsin, as depicted in Exhibit B and described in Exhibit D.



Legend: (some map layers may not be displayed)

- PLSS Town and Range
- PLSS Sections
- PLSS Quarter-quarter Sections

Non-DNR Stewardship Funded Parcel

- Fee - Subject
- Local Park (Label Only)

DNR Owned (property)

- Open
- Restricted

DNR Easement (property)

- Restricted

Leased Land (property)

- Restricted

Markup

- Override 1
- Override 2
- Override 3
- Override 4
- Override 5

Notes:

Glacial Drumlin Capital City Connector Trail



Map: 0 600 1,200 Feet
0 180 360 Meters

Service Layer Credits:

DNR Basic Feature VTL (WTM): Wisconsin Department of Natural Resources, GIS Section, Public Land:
DNR-IT, US Forest Service, National Park Service, US Fish and Wildlife Services, Wisconsin County
Forests, Bureau of Commissioners of Public Lands, DNR MANAGED LAND - PROPERTY: WI DNR Bureau
of Facilities and Lands

Map projection: NAD 1983 HARN Wisconsin TM

This map is a product generated by a DNR web mapping application.

This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: <https://dnr.wisconsin.gov/legal>.

Date Printed: 7/30/2026 4:09 PM

EXHIBIT C

Document Number

Special Warranty Deed



8 3 2 9 9 5 6
Tx:8200028

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4828353

12/30/2011 3:37 PM

Trans. Fee:

Exempt #: 2G

Rec. Fee: 30.00

Pages: 5

Recording Area

Sharene Smith – LF/6
Department of Natural Resources
Box 7921
Madison, WI 53707

Parcel No. part of 0710-144-0098-2

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that DATEX-OHMEDA, INC., formerly known as OHMEDA, INC., a corporation with a principal place of business in Madison, Wisconsin ("Grantor"), in consideration of the sum of Ten and More Dollars, paid to its full satisfaction by Wisconsin Department of Natural Resources, a duly constituted state agency located at 101 South Webster Street, Madison, Wisconsin 53707 ("Grantee"), by these presents, does hereby **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantee, its successors and assigns forever, a certain piece of land with all appurtenances thereto in the City of Madison, County of Dane and State of Wisconsin (the "Property"), described as follows, viz:

TOWN 7 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, Section 14: A 50 foot wide corridor abutting the southerly right-of-way line of the railroad, beginning at the east right-of-way line of Interstate 90 and running easterly approximately 2240 feet. The width shall widen at the east end to approximately 80 feet to accommodate the trail connection.

The Property shall be subject to the following restrictions and covenants, which shall be perpetual and shall run with the land:

- (i) The Property shall be used solely for the Glacial Drumlin State Trail ("Trail Corridor") to provide for the public's use and enjoyment a recreational, non-motorized trail (except for motorized vehicles used by the Grantee as part of its maintenance and improvement of the Trail Corridor) and to protect the natural, open space and conservation qualities and environmentally significant areas associated with the Trail Corridor and for the maintenance and improvement of the Property by the Grantee for the Trail Corridor; and,
- (ii) The Property shall NOT be used for any drilling, boring, installation or other construction or use of groundwater wells or any extraction or use for any purpose whatsoever of groundwater, including, without limitation, industrial, commercial, domestic, residential, potable, agricultural, or irrigation purposes, except for Grantee's placement and installation of pilings and other structures necessary for the construction, operation, repair, maintenance and replacement of the Trail Corridor on the Property.

The Property is hereby conveyed to Grantee and Grantee hereby accepts the Property in its "AS IS" condition. Grantor makes no representations or warranty whatsoever concerning the condition of the Property (including, but not limited to, any environmental condition) or its fitness for any particular use or purpose. Grantor further specifically disclaims any implied warranties of condition or fitness for use.

EXHIBIT C Cont.

The Property is also subject to the following: (i) taxes assessed but not delinquent on the date of this Deed, which Grantee herein assumes and agrees to pay as part of the consideration of this Deed and (ii) any and all encumbrances, easements, restrictions, agreements and documents of record.

TO HAVE AND TO HOLD the said granted Property, with all the privileges and appurtenances thereto, to the said Grantee, and its successors and assigns, to their own use and behoof forever; and the said Grantor, for itself and its successors and assigns, does covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Property, and has good right and title to convey the same in the manner aforesaid, that the said Property are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and hereby engages to **WARRANT and DEFEND** the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

**SIGNATORIES AND NOTARY PUBLIC ACKNOWLEDGEMENTS
ONLY APPEAR HEREAFTER**

EXHIBIT C Cont.

IN WITNESS WHEREOF, the undersigned hereby executes this Special Warranty Deed as of the 16th day of December, 2011.

DATEX-OHMEDA, INC.

By: Mark Colananni

Printed Name: Mark Colananni

Title: Global Facilities Manager

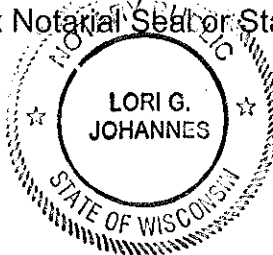
STATE OF WISCONSIN
Waukesha
COUNTY OF Waukesha SS

On this 16th day of December, 2011, personally appeared Mark Colananni, Global Facilities Manager of Datex-Ohmeda, Inc., to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of Datex-Ohmeda, Inc.

Before me, Lori G. Johannes
Notary Public

Printed Name: Lori G. Johannes
My Commission Expires 8-12-12

[Affix Notarial Seal or Stamp]



IN WITNESS WHEREOF, the undersigned hereby executes this Special Warranty Deed as of the 27th day of December, 2011.

WISCONSIN DEPARTMENT OF
NATURAL RESOURCES

By: Richard E. Steffes

Printed Name: Richard E. Steffes

Title: State Real Estate Director

STATE OF WISCONSIN
COUNTY OF DANE SS

On this 27th day of December, 2011, personally appeared Richard E. Steffes, State Real Estate Director of the Wisconsin Department of Natural Resources to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of the Wisconsin Department of Natural Resources.

Richard Henneger

Richard Henneger
Notary Public, State of Wisconsin
My commission is permanent.

Record and Return to:
Richard E. Steffes
101 South Webster
Madison, WI 53707

This Special Warranty Deed was co-drafted by Attorney Karol W. Augspurger, attorney licensed in the State of New York and Richard Henneger, attorney licensed in the State of Wisconsin (State Bar #101448)

EXHIBIT D



8 3 3 2 5 6 7
Tx: 8201391

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

STATE TRAIL
EASEMENT (7/04)

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4830743

01/09/2012 2:55 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 7

THIS TRAIL RIGHT-OF-WAY EASEMENT (hereinafter the Easement) is made as of this 26th day of August, 2011, by and between Grace Evangelical Church, Inc. ("Grantor"), and the State of Wisconsin Department of Natural Resources (hereinafter the "Grantee").

WITNESS THAT:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in the Town of Blooming Grove, Dane County, Wisconsin, more particularly described below and hereinafter referred to as the "Trail Corridor;" and

WHEREAS, the Department of Natural Resources has established the Glacial Drumlin State Trail project to acquire lands and easements to provide a recreational trail and to protect the natural, open space and conservation qualities and environmentally significant areas associated with the trail for recreational and open space uses; and,

WHEREAS, the Grantor desires and intends to provide for a right-of-way for the use of the public over and across the Trail Corridor and to permit the maintenance and improvement of the Trail Corridor by the Grantee and to restrict other uses of the Trail Corridor which would be inconsistent with its use as a recreational trail;

NOW, THEREFORE, for and in consideration of Fifteen Thousand (\$15,000) per acre, based on the surveyed size to be paid upon acceptance and recording of the Easement and evidence of clear title, and the mutual terms and conditions hereinafter contained, Grantor conveys to the Grantee its successors and assigns, upon acceptance by the Grantee, within three (3) months from the date hereof, an Easement in perpetuity on the following described real estate, in Dane County, State of Wisconsin.

TOWN 7 NORTH, RANGE 10 EAST, TOWN OF BLOOMING GROVE, DANE COUNTY, WISCONSIN

Section 13: A 50 foot corridor approximately 1050 feet long, along the North right of way line of the railroad in the Northeast ¼ of the Southwest ¼ ("Trail Corridor").

The Easement will be surveyed by Grantee prior to recording this Easement to provide an accurate legal description. The description of the Easement from the survey will be attached as Exhibit "A", and made a part hereof. The description in this exhibit shall take precedent over the description above.

This is not homestead property.

PURPOSE. The purpose of this Easement is to provide for the development of a recreational trail in the Trail Corridor as described above. The Easement allows for the construction, maintenance and operation of the trail across this Trail Corridor. The Grantor and Grantee agree that the Trail Corridor shall be used only for recreational and open space uses as expressly permitted in this easement.

Return to: Depart. of Natural Resources
Bureau of Facilities/Lands
P.O. Box 7921
Madison, WI 53707

Parcel Identification Numbers:

Part of 008-0710-133-8100-8

EXHIBIT D Cont.

1. **PROHIBITED USES.** Any activity on or use of the Trail Corridor inconsistent with the purposes this Easement is expressly prohibited. By way of example, and without limitation, the following activities are incompatible public uses of the Trail Corridor and are explicitly prohibited.
 - A. The use of any motorized vehicle within the Trail Corridor (including without limitation, motorcycles, scooters, mopeds, golf carts, snowmobiles, automobiles and/or ATVs,) is an incompatible public use of the Trail Corridor and will not be permitted by Grantee unless the motorized vehicle in use is by the Grantor or Grantee of the Trail Corridor for purposes permitted by this Easement;
 - B. Camping;
 - C. Hunting;
 - D. Skateboarding.
 - E. The dumping of trash, garbage or other unsightly or hazardous material upon or within the trail corridor;
 - F. Use of any portion of the Trail Corridor as an aircraft landing site.
 - G. Use any portion of the Trail Corridor for any livestock purpose without prior written approval of Grantor and Grantee.
 - H. The planting or producing of cultivated agricultural crops within the Trail Corridor.
 - I. The placing or construction of signs and billboards unrelated to the use and operation of the Trail Corridor.
 - J. Mow or spray chemicals within the Trail Corridor except as necessary to comply with noxious weed control laws or to control pests on an emergency basis when such control is necessary to protect public health.
2. **RIGHTS OF THE GRANTEE :** The Grantee, at its own expense, shall have the following rights within the Trail Corridor as holder of this Easement:
 - A A right-of-way to permit general public access for the purpose of bicycling, walking, or other compatible public trail uses, over and across a trail path located within the Trail Corridor.
 - B The right to lay out, mark, develop and maintain or relocate a trail; to make minor topographical changes to the Trail Corridor for the necessity and convenience of locating the trail; to post signs marking the trail; and to manage vegetation through selective planting or removal of trees or exotic or nuisance plant species, in order to maintain and enhance the scenic, natural and ecological value of the trail corridor. Grantee agrees to replace any and all trees removed with a mixture of hardwood and softwood tree(s) with diameters of at least 1 inch.
 - C The right to prohibit incompatible public uses as determined by the Grantee and to protect the health and safety of the public and the sustainability of the trail surface and

EXHIBIT D Cont.

corridor through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means.

- D The right to inspect the Trail Corridor using Department authorized motorized vehicles and to enforce the covenants of the Grantor and the rights of the Grantee by any action in law or in equity. The Grantee shall not waive or forfeit its right to take legal action to enforce this Easement by any prior failure to act.
- E The responsibility of the Grantee as to the Trail Corridor includes the following:
 - i. The maintenance and repair of the Trail Corridor and
 - ii. The monitoring of the use of the Trail Corridor and
 - iii. The enforcement of compliance with the compatible uses of the Trail Corridor, and
 - iv. The surveying, signing and similar activities, which are related to the development, maintenance and operation of the trail

If Grantor finds that Grantee is not carrying out their responsibilities under this Easement, Grantor shall provide written notice to Grantee. The written notice will identify the violation and request corrective action to cure the violation or otherwise address the violation. If Grantee does not abate the violation and implement corrective measures requested by Grantor within 30 days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within a 30 day period fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantor may bring an action in law or equity to enforce the terms of this Easement. If the court determines that Grantee has failed to comply with this Easement, then Grantees agrees to reimburse all reasonable costs and attorney fees incurred by Grantor compelling such compliance.

3. COVENANTS OF GRANTOR:

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor makes the following covenants, which shall run with and bind the Trail Corridor in perpetuity:

- A. There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising materials or other structures within the Trail Corridor, except as otherwise provided for herein;
- B. There shall be no commercial or industrial activity undertaken or allowed within the Trail Corridor, nor shall any right of passage across or upon the Trail Corridor be allowed or granted in conjunction with agricultural, commercial or industrial activity which would interfere in any manner with use of the trail as a scenic and recreational trail;
- C. There shall be no filling, excavating, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any change in the topography of the Trail Corridor in any manner;
- D. There shall be no manipulation or alteration of watercourses, lake shores, wetlands or other water bodies within the Trail Corridor, nor shall any activities be undertaken within the Trail Corridor which are detrimental to water quality or quantity;

EXHIBIT D Cont.

4. RESERVED RIGHTS OF GRANTOR (owner):

- A. The Grantor may use the Trail Corridor insofar as such use is consistent with the rights privileges, restrictions and covenants contained herein.
- B. The Grantor retains record title along with the right to sell, lease, mortgage, bequeath or donate, or otherwise convey the Premises. Any conveyance will remain subject to the terms and conditions of this Easement and the subsequent interest holder will be bound by terms and conditions of this Easement

5. GENERAL PROVISIONS

The following general provisions shall apply to this Easement:

- A Notice of the existence of this Easement, and the terms and covenants thereof, shall be incorporated into any deed or other instrument of conveyance by which the Grantor or any successor in interest may divest themselves of their remaining interest in the Trail Corridor or any portion thereof. The Grantor shall notify the Grantee in writing by certified mail at least thirty (30) days before any sale, transfer or conveyance.
- B The Grantee, with the consent of Grantor, which will not be unreasonably withheld, shall have the right to transfer or assign any and all rights and responsibilities accruing to it by this Easement to another government agency, provided that such transferee or assignee expressly agrees to uphold the purposes of this Easement and to enforce its terms and conditions. This Easement is fully valid and enforceable by any government agency assignee of the Grantee whether assigned in whole or in part.
- C Any notices required in this Easement shall be sent by certified mail to the following address or such address as may be hereafter specified in writing:

Department: Department of Natural Resources
Facilities and Lands
Box 7921
Madison, WI 53707
- D The Grantor intends that this grant be a perpetual Easement enforceable by the Grantee against the Grantor and its heirs, successors and assigns forever. Grantor and Grantee shall cease to have any liability under this Agreement with respect to facts or circumstances arising after such party has transferred its interest in the Trail Corridor area. If any provision of this Easement is found to be invalid, the remainder of its provisions shall not be affected thereby.
- E To the extent provided by law, the Grantee shall defend, protect and hold Grantor harmless from and against, any and all loss, cost (including reasonable attorneys' fees), injury, death or damage to persons or property which at any time during the term of this Easement may be suffered or sustained by any person or entity in connection with any activities conducted upon the Trail Corridor or which result from Grantee's negligence in maintaining the Trail Corridor.
- F Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes

EXHIBIT D Cont.

beyond Grantor's control, including, without limitation, fire flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency condition to prevent, abate, or mitigate significant injury to the Trail Corridor resulting from such causes.

6. OTHER CONDITIONS: None

This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

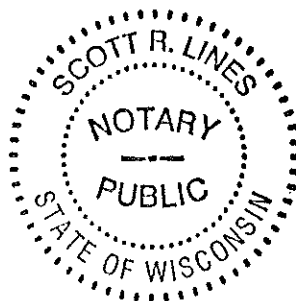
No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement.

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.

Dated August 26, 2011

Grace Evangelical Church Inc.

BY: Stanley N. Breby (Grantor)
STANLEY BREBY
BY: DAN NELSON (Grantor)
DAN NELSON



STATE OF WISCONSIN)
) SS.
DANE COUNTY)

Personally appeared before me this 26 day of August, 2011,
the above named Stan Breiby Dan Nelson to me known to be the person(s) who executed
the foregoing instrument and acknowledged the same.



Scott R. Lines
Notary Public, State of Wisconsin
My commission (expires) (is) 2-5-12

ACCEPTED this 13th day of December, 2011.

State of Wisconsin
Department of Natural Resources
For the Secretary

EXHIBIT D Cont.

By Richard E. Steffes
Richard E. Steffes,
Natural Resources Real Estate Manager

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally appeared before me this 13th day of December, 2011, the
above named Richard E. Steffes to me known to be the person(s) who executed the foregoing instrument
and acknowledged the same.

Sharon J. Smith
SHARON J. SMITH
Notary Public, State of Wisconsin
My commission (expires) (is) 9/22/2013

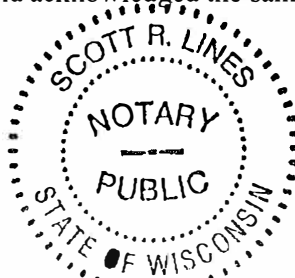
CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the property consents to the grant of the
easement set forth above and agrees that its interest in the property shall be subject to the easement.

Monona State Bank

BY: Laura Peterson
LAURA PETERSON, VICE PRESIDENT
STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally appeared before me this 26 day of August, 2011,
the above named Laura Peterson to me known to be the person(s) who executed
the foregoing instrument and acknowledged the same.



Scott R. Lines
SCOTT R. LINES
Notary Public, State of Wisconsin
My commission (expires) (is) 2-5-12

THIS INSTRUMENT WAS DRAFTED BY THE
STATE OF WISCONSIN DEPARTMENT OF
NATURAL RESOURCES - C. Housley

EXHIBIT D Cont.

Exhibit A

Surveyed Legal Description

Part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 7 North, Range 10 East, Town of Blooming Grove, Dane County, Wisconsin, more particularly described as follows: Commencing at the Southwest corner of Lot 2 of Certified Survey Map No. 12779; thence South 65° 56' 40" West, 94.33 feet to a point on the West right-of-way line of County Trunk Highway AB and the point of beginning; thence South 33° 27' 14" East, 52.94 feet along said right-of-way to a point on the North right-of-way line of the Chicago & North Western Railroad; thence continuing along said right-of-way, South 75° 43' 03" West, 987.62 feet; thence North 00° 53' 56" West, 51.40 feet; thence North 75° 43' 03" East, 958.34 feet to the point of beginning.

PART OF TAX ROLL PARCEL NUMBER
008/0710-133-8100-8