

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between _____
 _____ ("Grantor," whether one or more),
 and _____
 _____ ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in _____ County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

This _____ homestead property.
(is) (is not)

Dated _____ .

_____(SEAL) _____(SEAL)
 * _____ *

_____(SEAL) _____(SEAL)
 * _____ *

AUTHENTICATION

Signature(s) _____
 authenticated on _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

Personally came before me on _____,
 the above-named _____
 to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

 * _____
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

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FORM NO. 3-2003

* Type name below signatures.

Exhibit A to Quit Claim Deed
County of Dane to Village of Marshall

Legal Description

Part of the South $\frac{1}{2}$ of the Northeast $\frac{1}{2}$ of Section 9, Town 8 North, Range 12 East, and part of the Southeast $\frac{1}{4}$ of Section 9, Town 8 North, Range 12 East, in the Village of Marshall, Dane County, Wisconsin, more fully described as: Commencing at the Southeast corner of said Section 9; thence N $3^{\circ} 34'$ E along said Section 9 East line 952.5 feet to the point of intersection with the centerline of State Trunk Highway 19; thence N 58° W along said S.T.H. centerline 1220.8 feet to the point of beginning; thence N 32° E, 1181.47 feet to the North line of said Southeast $\frac{1}{4}$; thence West along said North line 148.05 feet; thence S 32° W, 42.24 feet; thence N 58° W, 1122.0 feet; thence S 32° W to the centerline of said S.T.H. 19; thence S 58° E, 1247.55 feet along said S.T.H. 19 centerline to the point of beginning, subject to S.T.H. 19 right-of-way over the Southwesterly side thereof, and also subject to flowage of Mill Dam.

Exhibit B to Quit Claim Deed
County of Dane to Village of Marshall

Deed Covenants, Conditions and Restrictions

Upon conveyance of the Property, the Grantee shall accept and abide by the following covenants conditions and restrictions which shall hereafter run with the Property:

1. Grantee, its successors and assigns, shall use the Property conveyed hereby exclusively for the purpose as a public recreational facility for the general use and benefit of the public. The use of the park shall be consistent with the Village of Marshall Comprehensive Outdoor Recreation Plan. The park shall never be used for private gain or commercial business that is inconsistent with the Village Plan.
2. The property shall retain the name "Riley Deppe Park".
3. Any private or commercial involvement with the Park must be related to the recreational use, e.g. food vending, canoe/kayak rental.
4. An indoor facility that supports community based recreation and education may be constructed within the Southeast corner of the Park if approved within the Village's 5-Year Comprehensive Outdoor Recreation Plan and/or Park Master Plan.
5. Outdoor recreational amenities may include, but are not limited to, playgrounds, open air shelters, restrooms; an outdoor amphitheater may be developed within the remainder of the Park.
6. The Property shall always offer water access to a lake or river.
7. Property will revert back to County if terms are not met.
 - If any of the above requirements as to all or any part of the property is not met or if the property is used for any purpose other than the purpose designated above, then at Grantor's option, exercisable by written notice to Grantee at any time following the transfer or discontinuance of use for said purposes or other failure to meet any of the foregoing requirements, as the case may be, which notice sets forth the nature of the breach or violation, and further provided that if the breach or violation is not corrected to Grantor's reasonable satisfaction within thirty (30) days of the date of receipt of the notice, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and revest fully in Grantor, as fully and completely as if this instrument had not been executed. Written notice shall be by personal delivery or by first class U.S. mail, to Grantee at 130 Pardee Street, PO Box 45, Marshall, WI 53559 or to other such address of which Grantee notifies Grantor in like fashion. Failure of Grantor to exercise its rights upon a breach of the above conditions shall not be construed as a waiver or relinquishment of said rights.
8. Grantor makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property or the condition of title to the Property. Grantee hereby accepts full ownership of the Property "AS IS" and to the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, employees, successors and assigns from any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of Grantee's ownership.