

**STREAM CORRIDOR
MANAGEMENT EASEMENT**

THIS EASEMENT is made by and between Gervase H. Kruschek and Mary A. Kruschek, husband and wife as survivorship marital property (hereinafter referred to as the “Grantor”), and County of Dane (hereinafter referred to as the “Grantee”).

RECITALS

WHEREAS, the Grantee is conducting a dredging and sediment management project on portions of Dorn Creek;

WHEREAS, a portion of Dorn Creek runs through property owned by the Grantor that is within the Grantee’s project area;

WHEREAS, the Grantee desires an easement from Grantor to dredge, maintain, and monitor the stream corridor for sediment management activities related to Dorn Creek on Grantor’s property;

WHEREAS, the Grantor is willing to convey to Grantee an easement for sediment management activities on a portion of Grantor’s land located in the Town of Westport, Dane County, Wisconsin (hereinafter referred to as the “Premises”) as depicted on the attached Exhibit “A” and described as follows:

Township 8 North, Range 9 East, Town of Westport

Section 30: A strip of land 30 feet wide on each side of the centerline of the stream as it runs through that part of the S ½ of the NE ¼ of the NW ¼ and that part of the eastern 500 feet of the NW ¼ of the NW ¼;

NOW THEREFORE, for good and valuable consideration and mutual benefits, the Grantor does hereby convey to Grantee, a non-exclusive easement for the purpose of sediment management activities including but not limited to dredging, maintaining and monitoring the stream corridor known as Dorn Creek.

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

1. RIGHTS AND OBLIGATIONS OF THE GRANTEE

- A. The Grantee shall have the right to manage sediment by dredging, maintaining and monitoring a stream on the Premises, as allowed by the County zoning rules and Wisconsin Department of Natural Resources regulations, if any, and to make such improvements and installations as are necessary, convenient and incidental to the full enjoyment and use of the rights and privileges granted by this easement.
- B. The Grantee, its employees, officers, and agents shall use the Grantor’s adjacent property identified as Parcel Number 0809-302-8000-5 for purposes of ingress and egress from and to the Premises.

Recording Area

Return: County of Dane County
Attn: Real Estate Coordinator
5201 Fen Oak Drive
Madison, WI 53718

Parcel Identification Number (PIN):

Part of 0809-302-8000-5 and
part of 0809-302-8520-6

- C. No dumping of ashes, trash, garbage, sewage, sawdust, trees, brush, manure, discarded or salvageable materials including junk cars, any solid waste material defined in s. 289.01(33) Wis. Stats., or any unsightly, offensive or hazardous material shall be placed upon, under or in the Premises. Any such material, as mentioned above, that is found on the Premises, shall be disposed of in a licensed landfill or pursuant other approved disposal methods.
- D. No sign, billboard, outdoor advertising structure or advertisement of any kind shall be erected, displayed, placed or maintained upon or within the Premises, except that the Grantee may place warning signs for safety purposes.
- E. Except as otherwise provided, no new structures of any kind shall be erected, and no vehicles shall be placed, or stored upon the Premises without prior written permission of the Grantor.
- F. The Grantee will record this easement document with the Dane County Register of Deeds and will deliver a fully recorded copy thereof to the Grantor.
- G. The Grantee shall not:
 - i. Alter vegetative cover or other natural features other than what is necessary to dredge, maintain, monitor and manage the stream corridor.
 - ii. Plant trees or shrubs or produce agricultural crops unless the Grantor specifically approves in writing the planting and producing for wildlife and fishery management purposes or aesthetic purposes.
 - iii. Mow or spray the Premises with chemicals except as necessary to comply with noxious weed control laws to limit brush and tree growth in and on the Premises or to control pests on an emergency basis when such control is necessary to protect public health. Such chemicals must be certified for use in aquatic areas and waterways and applied according to label.
 - iv. Use or authorize use of the Premises for any purpose, except as specified herein without the prior written consent of the Grantor.

2. RIGHTS AND OBLIGATIONS OF THE GRANTOR

- A. The Grantor shall have the right to post signs and posters along the Premises as are deemed necessary to delineate the area for private use and agrees to allow the Grantee to post safety areas as may be necessary.
- B. The easement shall be non-exclusive and the Grantor may use the Premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.

3. GENERAL PROVISIONS

- A. The Grantor assumes and agrees to protect, indemnify and save harmless the Grantee, its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
 - i. Out of any dredging activities, maintenance, monitoring or management of the stream;
 - ii. Out of any defects of dredging and/or maintenance activities or failure thereof;
 - iii. From any deleterious or negative impacts to adjacent lands caused by the dredging activities, maintenance, monitoring or management of the stream.

- B. The Grantee is responsible for the location of any existing utility lines located within the Premises and for any and all damages, costs or liabilities that result from any damages to these lines caused by the Grantee during any maintenance activities.
- C. The Grantee shall maintain the Premises in a decent, sanitary and safe condition during any dredging and/or maintenance, and at no time shall the Grantee allow any maintenance activities to cause a hazard or unsafe condition.
- D. Disturbance to the Premises shall be restored after dredging activities, if any, to specifications mutually agreed on by Grantor and Grantee.
- E. The Grantee releases the Grantor from any claims of damage which may arise as a result of floods and flash floods on the lands.
- F. If any provision of this easement is found to be invalid, the remainder of the provisions shall not be affected hereby.
- G. The Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances, including but not limited to Chapter 30 Wis. Stats. And Chapter NR 343, Wis. Adm. Code in exercising any and all rights granted by this easement.
- H. By virtue of this easement, no partnership, joint venture or joint undertaking shall be construed, inferred or implied. Neither the Grantor nor the Grantee shall make any representation for or act on behalf of, or incur any obligations or be liable for any action or inactions of the other part.
- I. The Grantee may not assign, transfer or convey any of the rights, duties, interests and obligations contained herein without the prior written approval of the Grantor.
- J. This easement shall be interpreted, construed and enforced according to the laws of the State of Wisconsin.
- K. The Grantee will not permit any mortgage, pledge, security interest, lien or encumbrance including without limitations tax liens, liens and encumbrances with respect to work performed or equipment furnished in connection with the stream corridor maintenance activities on the Premises.
- L. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor conveys this easement and has caused this instrument to be executed this _____ day of _____, 2018.

Gervase H. Kruschek (SEAL)

Mary A. Kruschek (SEAL)

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2018, the above named Gervase H. Kruschek and Mary A. Kruschek to me known to be the persons who executed the foregoing instrument and acknowledged that they executed and delivered the same as for the act and deed of said persons.

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

IN WITNESS WHEREOF, the Grantee has agreed to and caused this easement to be executed on its behalf this ____ day of _____, 2018.

County of Dane

By _____ (SEAL)

Joseph T. Parisi
County Executive

State of Wisconsin)
) ss.
Dane County)

Personally appeared before me this _____ day of _____ 2018, the above named Joseph T. Parisi, Dane County Executive, 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 County of Dane.

*

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

IN WITNESS WHEREOF, the Grantee has agreed to and caused this easement to be executed on its behalf this - ____ day of _____, 2018.

County of Dane

By _____ (SEAL)

Scott McDonell
Dane County Clerk

State of Wisconsin)
) ss.
Dane County)

Personally appeared before me this _____ day of _____ 2018, the above named Scott McDonell, Dane County Clerk, 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 County of Dane.

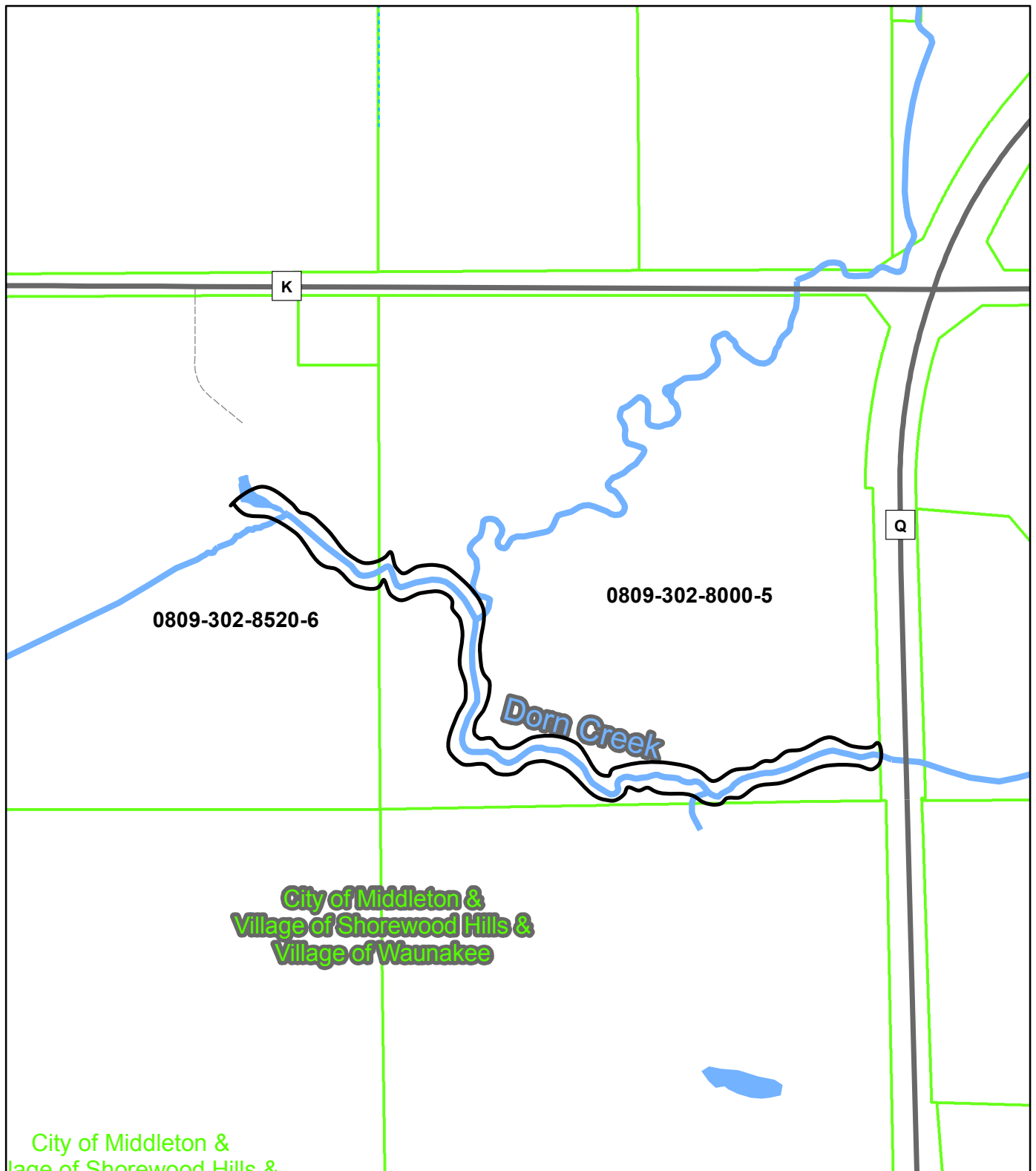
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Notary Public, State of Wisconsin
My commission (expires) (is) _____

Exhibit A

Stream Corridor Maintenance Easement

Township 8N Range 9E Section 30, Town of Westport



 Premises (30 feet on each side of the stream)



0 500 1,000 Feet

Viewers are advised to ignore the illegible text on this map.
It is presented to show spatial relationships only.

Digital orthophoto from 2017.
Map created September 28, 2018 by Dane Co. LWRD.