

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

**RECREATIONAL  
TRAILHEAD EASEMENT**

Section 23.09(10), Wis. Stats.  
Form 2200-015u  
Rev. 07/15/2025

**THIS ACCESS EASEMENT (“Easement”)** is made by and between the State of Wisconsin Department of Natural Resources (“Grantor”) and the County of Dane (“Grantee”).

**RECITALS**

**WHEREAS**, the Grantor owns certain real property known as the Lower Wisconsin State Riverway (“Premises”) located in the Town of Mazomanie, Dane County, Wisconsin described as:

That part of the NW ¼ of the SE ¼ of Section 26, Township 9 N., Range 6 E., lying NW of the Wisconsin & Southern Railroad right of way;

**WHEREAS**, the Grantee desires to improve, operate, maintain, and repair a driveway, recreational trailhead, parking area, and support amenities including a kiosk, benches, and bike loops (collectively, “Trailhead”) on the Premises to provide public access and parking for the Grantee’s Walking Iron Trail;

**WHEREAS** the Walking Iron Trail will be a Dane County rail to trail conversion project stretching nearly 3 miles from the Trailhead to the Wisconsin River Bridge and Great Sauk State Trail.

**WHEREAS**, the Grantor’s intended uses for the Trailhead are parking and public access, including for a multi-use trail, and the Premises, and- Grantor desires that Grantee post directional and informational signage;

**WHEREAS**, the Trailhead will be located on Grantor’s existing driveway and parking area, referred to in this Easement as the “Easement Area”, which is depicted on Exhibit A, which is made a part herein and is more particularly described as follows:

Part of the NW 1/4 of the SE 1/4 of Section 26, T9N, R6E, Town of Mazomanie, Dane County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 26; thence S83°05'50"W, 1633.22 feet to the westerly line of the Walking Iron Trail and the Point of Beginning; thence southwesterly along the westerly line of the Walking Iron Trail and the Wisconsin & Southern Railroad, being a curve to the left, said curve having a radius of 5779.57 feet and a chord which bears S20°26'26"W, 40.67 feet; thence N59°08'39"W, 175.06 feet; thence S76°01'31"W, 38.68 feet; thence S31°17'06"W, 105.68 feet; thence N57°50'19"W, 59.63 feet; thence N31°04'47"E, 104.56 feet; thence N05°56'37"W, 22.76 feet; thence N28°48'30"E, 35.00 feet; thence S73°42'02"E, 55.03 feet; thence S59°08'39"E, 216.76 feet to the Point of Beginning.

The Easement Area contains approximately 19,103 square feet (.439 acres), more or less.

Recording Area

Return: Department of Natural Resources  
Bureau of Facilities and Lands – LF/6  
P.O. Box 7921  
Madison, WI 53707-7921  
Attn: Lorie Stasik (\_\_\_\_\_)

Parcel Identification Numbers (PIN) #:  
Grantor: 034/0906-264-8500-1

and **WHEREAS**, the Grantor agrees to convey this non-exclusive Trailhead easement for the benefit of Grantee's Walking Iron Trail;

**NOW, THEREFORE**, for good and valuable consideration of mutual benefit and the promises contained herein, the sufficiency of which is hereby acknowledged, the Grantor hereby conveys to the Grantee a non-exclusive Easement to construct, operate, maintain, and repair the Trailhead on the Easement Area.

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. **Grantee.** The term "Grantee" shall be construed and apply to any of the Grantee's licensees, members, invitees, contractors, agents, successors or assigns (as limited below).
3. **Parties.** The terms Grantor and Grantee, when used herein, shall mean either singular or plural, masculine or feminine, as the case may be, and the Grantor and Grantee are collectively referred to herein as "Parties."
4. **Purpose.** This non-exclusive easement is for the benefit of the Grantee's future trail, and the Easement Area shall be open to the general public.
5. **Grantee Notifications and Plans for Construction and Maintenance Approvals.** The Grantor shall be notified and provide written approval prior to the Grantee's commencing any construction or maintenance work on the Trailhead and the parties agree that Grantor has final authority over issues relating to the management of the Easement Area. The Grantee shall provide all construction plans, and documents to the Grantor for review and approval prior to construction. The Grantee must provide updated project timelines routinely throughout the term of the construction project. The Grantee must provide a copy of the final, as-built drawings to the Grantor upon project completion.
6. **Construction.** Grantee shall submit a written notification of project commencement to Grantor at least five business days prior to initiation of any installation, construction, maintenance, repair, removal or replacement work on or within the Easement Area. In the event that Grantee's planned commencement of project activities conflicts with Grantor's use of the Easement Area, Grantor shall notify Grantee of the conflict and Grantor and Grantee shall agree on an alternative date to begin the project. If an emergency situation related to the underground electric facilities requires immediate action by the Grantee, the Grantee shall take immediate action, then promptly notify the Grantor's Property Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. The Grantor's Property Manager for the Premises can be reached at 608-576-7578.
7. **Access.** If notification is provided in advance to Grantor's Property Manager, Grantee may enter upon the Premises at locations outside of the Easement Area using Grantor's existing roads if necessary to gain access to the Easement Area in order to construct, operate, maintain, repair, and place improvements owned by the Grantee on the Trailhead and to do any and all other such work as is reasonably necessary in accordance with the rights granted under this Easement.
8. **Restoration.** The Grantee shall restore the Easement Area, including any area accessed under paragraph 7 above, in a timely workmanlike manner consistent with the condition of the Easement Area prior to such entry by the Grantee or its employees or agents. This restoration requirement does not apply to any improvements or construction on the Trailhead or to the removal of any trees, bushes, branches or roots

which may interfere with Grantee's use of the Easement Area.

9. **Public Use.** The Grantee understands that the Easement Area is open to the public and used to access the Premises. The Easement Area is 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.
10. **Vegetative Management.** Grantee will mark trees 6" or greater that are proposed for removal to allow construction of the Trailhead for field review and approval by the Grantor's Property Manager, except for dead and down trees that obstruct the Trailhead may be removed without such written approval. All stumps, slash, waste materials and other debris shall be disposed of by the Grantee as directed by the Grantor's Property Manager. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at Pesticides Policy | FSC Connect or supplied by Grantor's Trail Manager. Grantee shall report to the Grantor at least annually, the chemicals that are applied on the Easement Area including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.
11. **Parking or Storage.** The Grantee and its contractors and/or assigns shall be allowed to park and store vehicles and/or equipment on the Easement Area throughout construction of the project at a location acceptable to the Grantor's Property Manager. The Grantee and its contractors and assigns shall be responsible for in-kind restoration of any areas that are damaged as a result of parking vehicles or equipment anywhere within the Premises.
12. **Signage.** Any signs, postings, and/or other markers proposed by Grantee to be located on the Easement Area shall be approved by the Grantor prior to placement, except as otherwise stated below. The Grantee agrees that any signage or display material relating to the Trailhead shall clearly identify the property is owned by the Grantor and under the management and control of the Grantee. No commercial advertising shall be allowed on the Easement Area unless the signage and its placement is in accordance with Grantor's policy. The Grantee 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 within the trail corridor. The Grantor reserves the right to remove non-compliant signage located on the Easement Area. In the event the Grantor's signage policy is modified, this section on signage shall automatically reflect the modification.
13. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area prior to undertaking any activities that may involve digging. The Grantee shall be responsible for any and all damages, costs or liabilities caused by the Grantee that result in or from any damage to any existing utilities within the Easement Area.
14. **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 undertake any permitted activity or for exercising any other rights granted herein. The Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances affecting any and all rights granted or permitted by this Easement.
15. **Damage to the Easement Area.** The Grantee shall be responsible for any property damage to Grantor's Property or the Easement Area that is caused by Grantee's use of the Easement Area. Grantee shall promptly make the needed repairs, restoring the Easement Area to its condition prior to the damage.

16. **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.
17. **Non-Disturbance.** Grantee shall not disturb any wetlands or waterways on the Easement Area unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto Grantor's property.
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 30 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 30 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. Any violations that constitute a health or safety emergency shall be immediately rectified by the Grantee in accordance with paragraph 4.
19. **Termination.** The Owner may terminate this Agreement by providing 30 days' written notice to Permittee if the Owner determines that the continued use of the Premises by the Permittee will interfere with the future management objectives of the Owner. If the Owner determines that Permittee breached any term or condition contained in this Agreement, Owner may terminate the Agreement immediately.
20. **Liability.** Each party 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 including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
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 underground line. 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. **Non-Discrimination.** In connection with the performance of work under this Agreement, 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. If the Grantee employs 50 or more employees and engages in work on the Easement Area that is estimated to cost fifty thousand dollars (\$50,000) or more, Grantee acknowledges they have a written affirmative action plan in place and upon request will provide it to the Grantor.
23. **Notices.** With the exception of emergency notice provided to the Grantor's Property Manager, 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 either by certified mail, return receipt requested or through regular commercially available overnight delivery service with proof of delivery as follows:
  - a. To the Grantor: Wisconsin Department of Natural Resources Bureau of Facilities and Lands, P.O. Box 7921, Madison, WI 53703-7921.
  - b. To the Property Manager: Wisconsin Department of Natural Resources, 5808 County Road C, Spring Green, WI 53588-9055
  - c. To the Grantee: Dane County Real Estate Coordinator, 5201 Fen Oak Drive, #208, Madison, WI 53718
  - d. The 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. Grantor's Property Manager shall be notified of emergencies via telephone at 608-576-7578 or the DNR Call Center at 1-888-936-7463.
24. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Easement Area for the purpose of enforcing pertinent state laws needed to protect Grantor's Property, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
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 sets forth the entire understanding of the Grantor and the Grantee, supersedes all former documents relating to this Easement and may not be changed except by a written

document executed and acknowledged by the Grantor and the 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.
31. **Entire Agreement.** This Easement sets forth the entire understanding of the Grantor and the Grantee, supersedes all former documents relating to this Easement and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
32. **Additional Conditions.** Additional conditions that apply to this Easement are enumerated below:
  - i. The Grantee shall improve, operate, maintain and repair a driveway, parking lot, and Trailhead on the Easement Area as shown in Exhibit A. The Grantee has the option to pave the driveway and parking lot in the future provided that its construction plans are reviewed and approved by Grantor prior to commencement. The Grantee will restore the remainder of the Easement Area to its original condition upon completion of any construction project.
  - ii. Grantee, as the project sponsor, will be responsible for any and all construction oversight and coordination and although approval is not required, will provide opportunity for Grantor for review.
  - iii. The Grantee agrees that the allowed trailhead uses include parking and public access for a multi-use trail and directional and informational signage and public access for the Premises.
  - iv. The Grantee is responsible for all-season maintenance and operation of the Trailhead including repairs, resurfacing, grading, or replacement of the driveway and parking lot, and repairs or replacement of the kiosk, benches, and bike loops. If the Trailhead is to be plowed, the Grantee shall be responsible for snow removal. The Grantee shall submit for approval to the Grantor a written Trailhead maintenance and operation plan prior to opening the Trail for public use. No deviations from this approved plan shall be allowed except with the prior written approval of the Grantor. The Grantee agrees that, at all times, it will comply with all applicable state and federal laws pertaining to the Trail.
  - v. The Grantor is not responsible for development, maintenance or operation of the Trailhead, except for vegetative management on that portion of the Easement Area including but not limited to mowing, removal of debris and hazard tree removal. The Grantee may assist with vegetation management in coordination with the Grantor as agreed to in writing.
  - vi. The Grantor shall complete inspections in accordance with section 23.115(2), Wis. Stats., Upon request by Grantor, Grantee shall promptly make any necessary corrections or repairs to the Trailhead.
  - vii. In the event that 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 Grantor shall be the claimant for any and all damages to the Easement Area resulting from said state of emergency.

viii. The Grantor will work with the Grantee to identify funding sources that Grantee may use for the development, maintenance and/or repair of the Trailhead.

ix. The Grantee and Grantor agree to meet periodically to review development progress, and annually for operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the Walking Iron Trail and the project.

END OF TERMS AND CONDITIONS

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

State of Wisconsin  
Department of Natural Resources  
For the Secretary

By \_\_\_\_\_ (SEAL)  
Terry H. Bay  
Facilities and Lands Bureau Director

State of Wisconsin        )  
                                  ) ss.  
Dane County                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above named, Terry H. Bay, Facilities and Lands Bureau Director, 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.

\_\_\_\_\_  
Lorie Stasik  
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 \_\_\_\_\_, 2026.

County of Dane

By \_\_\_\_\_(SEAL)  
Scott McDonell  
County Clerk

State of \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ County )

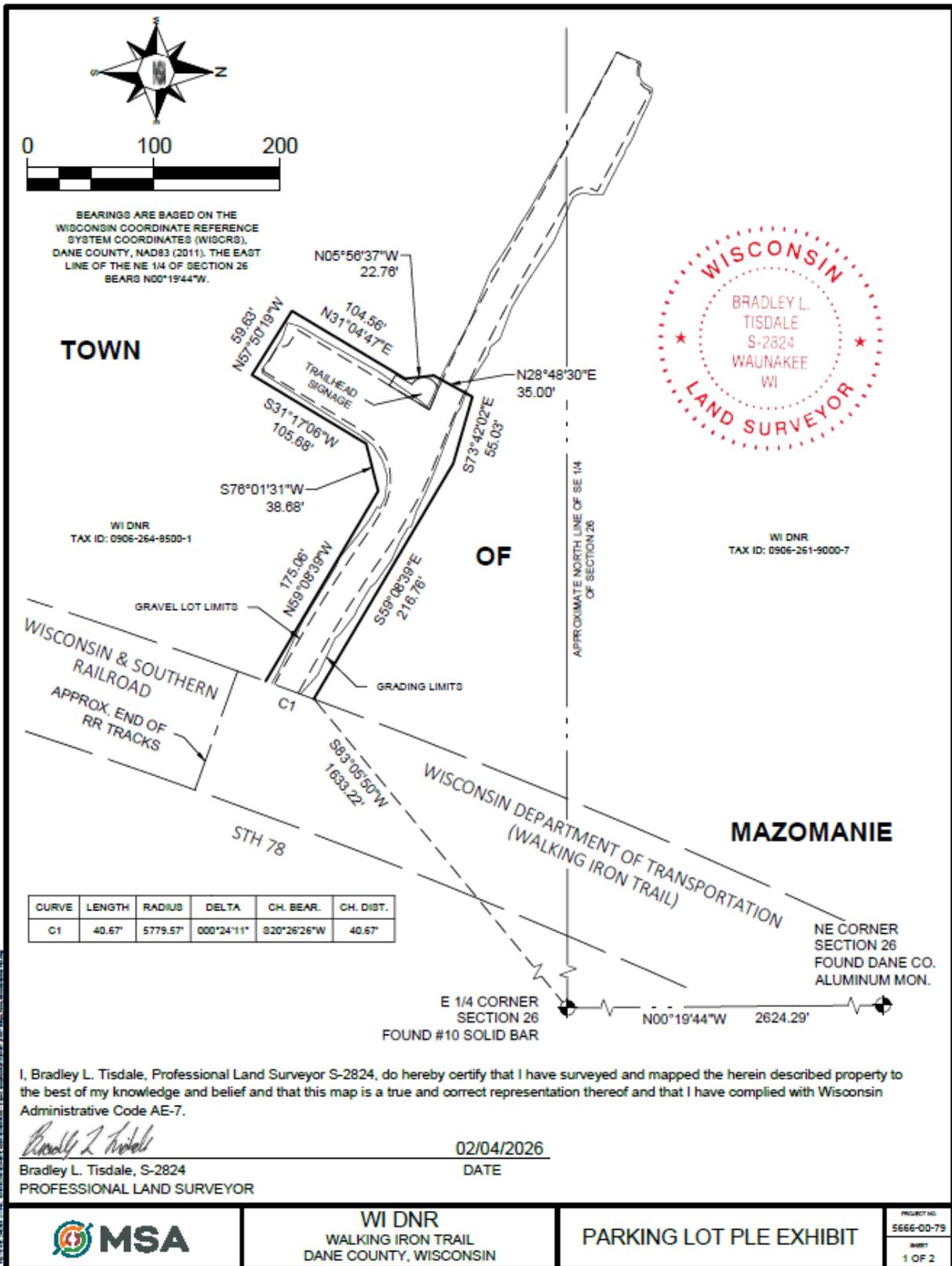
Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above named Scott McDonell, County Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same as and for the act and deed of the Grantee.

\_\_\_\_\_  
\*  
Notary Public, State of \_\_\_\_\_  
My Commission (expires)(is) \_\_\_\_\_

\*Please print name

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

EXHIBIT A  
(MAP)



I, Bradley L. Tisdale, Professional Land Surveyor S-2824, do hereby certify that I have surveyed and mapped the herein described property to the best of my knowledge and belief and that this map is a true and correct representation thereof and that I have complied with Wisconsin Administrative Code AE-7.

*Bradley L. Tisdale*  
 Bradley L. Tisdale, S-2824  
 PROFESSIONAL LAND SURVEYOR

02/04/2026  
 DATE



WI DNR  
 WALKING IRON TRAIL  
 DANE COUNTY, WISCONSIN

PARKING LOT PLE EXHIBIT

PROJECT NO.  
 S666-00-79  
 SHEET  
 1 OF 2