

County of Rock  
Public Works Department



3715 Newville Road  
Janesville Wisconsin 53545  
Telephone: 608/757-5450  
Fax: 608/757-5470  
www.co.rock.wi.us

Highways  
Parks  
Airport

## A G E N D A

Public Works Committee Meeting - Parks  
Tuesday, March 14, 2017 – 8:00 a.m.

Public Works Department- Committee Room  
3715 Newville Road  
Janesville WI 53545

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes February 14, 2017
4. Citizen Participation, Communications, and Announcements
5. **PARKS BUSINESS**

---

  - a. Consider Approval of Resolution Acceptance of Recreational Trail Grant Funds From the Wisconsin Department of Natural Resources for Beloit to Janesville Connector Trail Improvements and Amending the Parks Budget
  - b. Consider Approval of Resolution Authorizing Easement to Ideal Midwest, LLC to Cross Pelishek Tiffany Nature Trail
  - c. Discussion and Possible Action on Carol Miller Property/National Heritage Land Trust Donation
  - d. Discussion of Fees
  - e. Directors Report – see attached
  - f. Set Next Meeting Date
6. Adjournment

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee  
Initiated by

Public Works Committee  
& Parks Advisory Committee  
Submitted by



Lori Williams, Parks Director  
Drafted by

February 27, 2017  
Date Drafted

**ACCEPTANCE OF RECREATIONAL TRAIL GRANT FUNDS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR БЕЛОIT TO JANESVILLE CONNECTOR TRAIL IMPROVEMENTS AND AMENDING THE PARKS BUDGET**

1 WHEREAS, Rock County Parks has been engaged in the Beloit-Janesville Bicycle Route Corridor  
2 Master Plan and Feasibility Study, and has contributed towards the selection of preferred routes  
3 from the City of Janesville to the City of Beloit, including routes which pass through Rock County  
4 and Town of Beloit-owned lands and rights-of-way; and,  
5

6 WHEREAS, volunteer groups are pledging partnerships and funding to help make this trail a  
7 reality working with Rock County to obtain possible easements and state and federal grants for  
8 funding.  
9

10 WHEREAS, Rock County has finalized easements; and,  
11

12 WHEREAS, Rock County applied for DNR Recreation Trails Stewardship grant funds pursuant to  
13 provisions of s.23.09(11) of the Wisconsin Statutes and as authorized by county board resolution 16-  
14 4C-014 on the 28th day of April, 2016 to develop and maintain Beloit to Janesville trail sections for  
15 public outdoor recreation purposes as described in the application; and  
16

17 WHEREAS, matching grant funds Grant# RTP-842-16D totaling \$45,000 were awarded from the  
18 Wisconsin DNR and a resolution accepting the same is required by the County.  
19

20 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly  
21 assembled this \_\_\_\_ day of \_\_\_\_\_, 2017 does hereby approve the acceptance of these funds; and  
22

23 BE IT FURTHER RESOLVED, that the Parks Director be authorized to file all necessary  
24 documents for administration and reimbursement of this program; and  
25

26 BE IT FURTHER RESOLVED that the Parks Director be authorized and directed to sign the grant  
27 agreements and that these documents be submitted to the Wisconsin Department of Natural  
28 Resources; and  
29

30 BE IT FINALLY RESOLVED that the Department of Public Works Parks Division 2017 Budget  
31 be amended as follows:

	Budget as of 3/1/17	Increase (Decrease)	Amended Budget
<u>Sources of Funds Parks:</u>			
41-4592-4800-42200	- 0 -	\$45,000	\$ 45,000
DNR Conservation Grant			
<u>Use of Funds Parks:</u>			
41-4592-4800-67200	\$297,800	\$45,000	\$342,800
Capital Improvements			

ACCEPTANCE OF RECREATIONAL TRAIL GRANT FUNDS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR БЕЛОIT TO JANESVILLE CONNECTOR TRAIL IMPROVEMENTS AND AMENDING THE PARKS BUDGET

Page 2

Respectfully submitted,

PUBLIC WORKS COMMITTEE

PARKS ADVISORY COMMITTEE

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Tom Presny

\_\_\_\_\_  
Brent Fox, Vice-Chair

\_\_\_\_\_  
Floyd Finney

\_\_\_\_\_  
Eva M. Arnold

\_\_\_\_\_  
Dean Paynter

\_\_\_\_\_  
Rick Richard

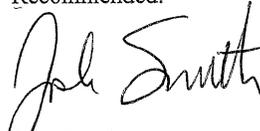
\_\_\_\_\_  
Brenton Driscoll

ADMINISTRATIVE NOTE:

FINANCE COMMITTEE ENDORSEMENT

Recommended.

Reviewed and approved on a vote of \_\_\_\_\_



\_\_\_\_\_  
Mary Mawhinney, Chair

Josh Smith  
County Administrator

FISCAL NOTE:

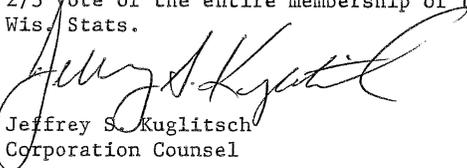
This resolution authorizes the acceptance and expenditure of \$45,000 in State Aid for Beloit-Janesville connector trail improvements. This project is being funded by the grant, \$5,000 of in-kind donations by the Rock Trail Coalition and \$50,000 in sales tax revenue currently in the Park's budget.



Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to accept grant funds pursuant to sec. 59.52(19), Wis. Stats. As an amendment to the adopted 2017 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

- EXECUTIVE SUMMARY -

**ACCEPTANCE OF RECREATIONAL TRAIL GRANT FUNDS FROM THE WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES FOR БЕЛОIT TO JANESVILLE  
CONNECTOR TRAIL IMPROVEMENTS AND AMENDING THE PARKS BUDGET**

---

We have finalized the easements for the Beloit to Janesville Trail. One of the focuses of the POROS plan is making the trail system sustainable, including development and maintenance.

In order to move forward on this project, the Parks Division applied for Department of Natural Resources Recreational Trails Stewardship Funds. This grant program prioritizes projects that develop new partnership trails. The project will establish a gravel bike trail from Bass Creek Road to Big Hill Park on Duggan Road and Walters Road.

The grant being awarded requires at least 50/50 match of local funds. The anticipated project is \$100,000 of which \$45,000 will be Rec Trail Grant Funds. The local match is included in the 2017 Park's capital budget in the amount of \$50,000 with combined funds and volunteer efforts from the Rock Trail Coalition of \$5,000.

A hired contractor specializing in sustainable trail design will complete trail reconstruction and maintenance work. Competitive bids will be solicited during 2017. The work will be completed during 2017 if possible. Trail volunteers will be rallied to assist parks staff and/or the contractor with clearing and construction of trail sections.

The grant requires a 50/50 match of local funds. The local match is included in the 2017 Park's capital budget, however the grant funds were not included during the budget process as they were awarded in February 2017, thus requiring a budget amendment.

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Lori Williams  
*Initiated by*

Public Works & Parks  
Advisory Committee  
*Submitted by*



Lori Williams, Parks Director  
*Drafted By*

February 28, 2017  
*Date Drafted*

### AUTHORIZING EASEMENT TO IDEAL MIDWEST, LLC TO CROSS PELISHEK TIFFANY NATURE TRAIL

1 **WHEREAS**, Rock County owns the Pelishek Tiffany Nature Trail (PTNT) extending from Clinton  
 2 in Rock County to Allens Grove in Walworth County; and,  
 3  
 4 **WHEREAS**, Ideal Midwest, LLC, desires to obtain an easement across a portion of the said  
 5 property for the purpose of boring underneath the trail as part of a project to install sanitary sewer  
 6 and water lateral; and,  
 7  
 8 **WHEREAS**, a fee of \$500 has been stipulated; and,  
 9  
 10 **WHEREAS**, because the project will have a potentially long-term effect on the trail, it will have to  
 11 be approved by the appropriate committees and Rock County Board of Supervisors.  
 12  
 13 **NOW, THEREFORE, BE IT RESOLVED**, by the Rock County Board of Supervisors duly  
 14 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2017, that they approve the easement and right-of-  
 15 way for Ideal Midwest, LLC to cross the Pelishek Tiffany Nature Trail and authorize the County  
 16 Board Chair and County Clerk to sign all documents to complete this transaction.

Respectfully submitted,

#### PUBLIC WORKS COMMITTEE

\_\_\_\_\_  
Betty Jo Bussie, Chair

\_\_\_\_\_  
Brent Fox, Vice Chair

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Rick Richard

\_\_\_\_\_  
Brenton Driscoll

#### COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Mary Mawhinney

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Alan Sweeny

\_\_\_\_\_  
Terry Thomas

AUTHORIZING EASEMENT TO IDEAL MIDWEST, LLC TO CROSS PELISHEK TIFFANY  
NATURE TRAIL  
Page 2

FISCAL NOTE:

This resolution authorizes an easement across the Pelishek Tiffany Nature Trail to Ideal Midwest, LLC for the purpose of installing a sanitary sewer and water lateral. Ideal Midwest, LLC will pay the County \$500 for this easement.



Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to §§ 59.01 & 59.51, Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

EXECUTIVE SUMMARY  
AUTHORIZING EASEMENT TO  
IDEAL MIDWEST, LLC TO CROSS PELISHEK TIFFANY NATURE TRAIL

Rock County has owned the 64.3 acres of the Pelishek Tiffany Nature Trail since September 26, 1995, and is working on continued development of this park property via a long-term partnership agreement with the PTNT Foundation. Currently, the trail is open for winter snowmobile use and is open for hiking, bird watching, bicycle use and equestrian use in the summer.

Ideal Midwest, LLC, Clinton, has requested an easement to bore under the trail as part of a sanitary sewer and water lateral project. A sanitary sewer and water lateral pipes will be installed in this bored hole to carry sanitary sewer and water lateral pipes from one side of the trail to the other and distribute it to the desired client. They propose to cross the trail south of Front Street in Clinton, WI. This preferred approach will cause the least amount of disruption and damage to the trail.

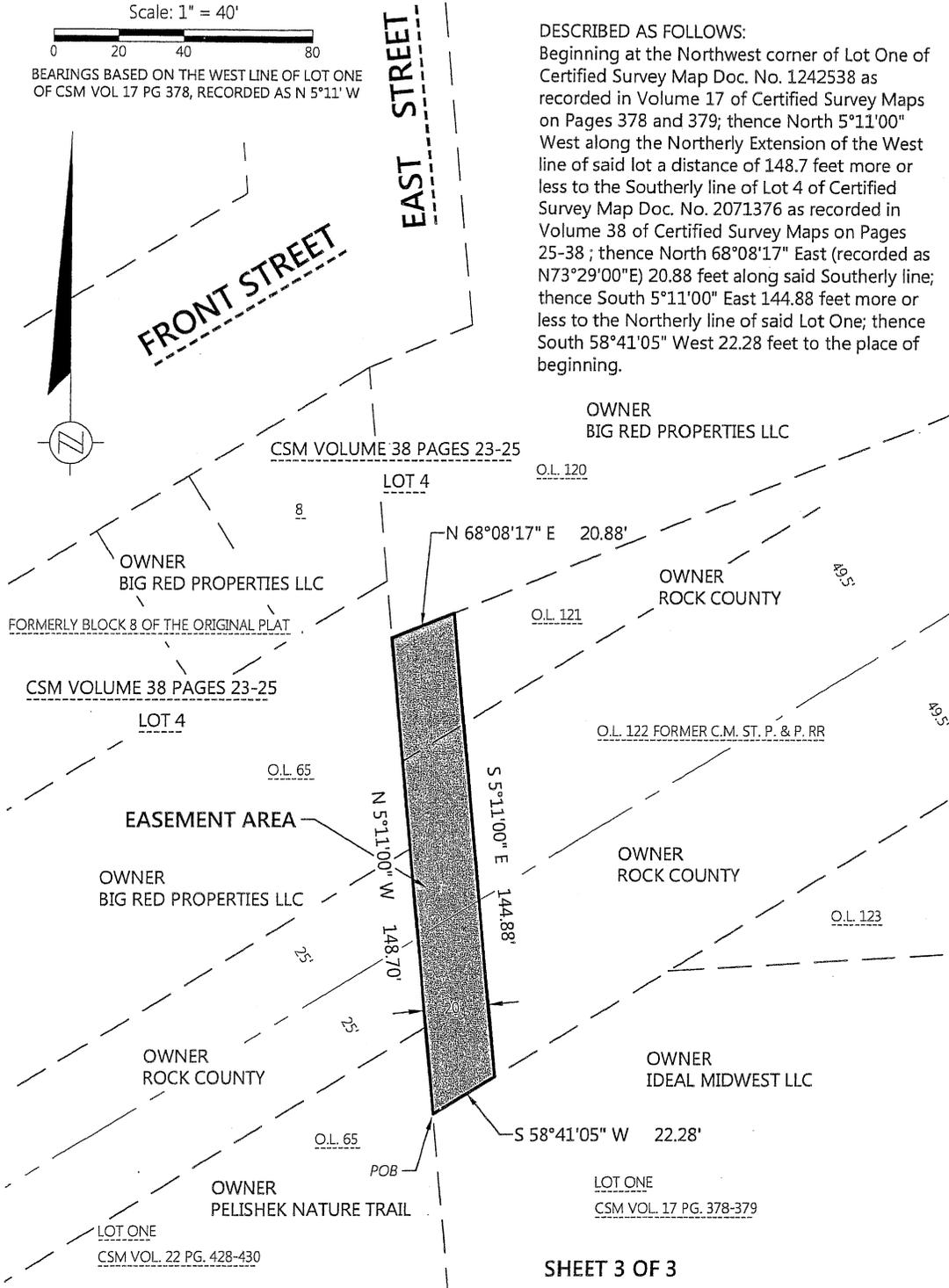
Because this project will have a potentially long-term effect on the trail, it needs to be approved by the appropriate committees and the Rock County Board of Supervisors. A fee of \$500 has been stipulated in accordance with past easements of this nature.

# EXHIBIT "A"

## EXCLUSIVE SANITARY SEWER AND WATER LATERAL EASEMENT

BEING A PART OF OUTLOTS 121 AND 122 OF THE ASSESSOR'S PLAT OF THE VILLAGE OF CLINTON, BEING ALL A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 8, T. 1 N., R. 14 E. OF THE 4TH P.M., ROCK COUNTY, WISCONSIN

Scale: 1" = 40'  
 0 20 40 80  
 BEARINGS BASED ON THE WEST LINE OF LOT ONE OF CSM VOL 17 PG 378, RECORDED AS N 5°11' W



DESCRIBED AS FOLLOWS:  
 Beginning at the Northwest corner of Lot One of Certified Survey Map Doc. No. 1242538 as recorded in Volume 17 of Certified Survey Maps on Pages 378 and 379; thence North 5°11'00" West along the Northerly Extension of the West line of said lot a distance of 148.7 feet more or less to the Southerly line of Lot 4 of Certified Survey Map Doc. No. 2071376 as recorded in Volume 38 of Certified Survey Maps on Pages 25-38 ; thence North 68°08'17" East (recorded as N73°29'00"E) 20.88 feet along said Southerly line; thence South 5°11'00" East 144.88 feet more or less to the Northerly line of said Lot One; thence South 58°41'05" West 22.28 feet to the place of beginning.

OWNER  
BIG RED PROPERTIES LLC

CSM VOLUME 38 PAGES 23-25

LOT 4

O.L. 120

OWNER  
BIG RED PROPERTIES LLC

FORMERLY BLOCK 8 OF THE ORIGINAL PLAT

CSM VOLUME 38 PAGES 23-25

LOT 4

O.L. 121

OWNER  
ROCK COUNTY

O.L. 122 FORMER C.M. ST. P. & P. RR

EASEMENT AREA

OWNER  
BIG RED PROPERTIES LLC

OWNER  
ROCK COUNTY

OWNER  
ROCK COUNTY

OWNER  
IDEAL MIDWEST LLC

OWNER  
PELISHEK NATURE TRAIL

LOT ONE  
CSM VOL. 22 PG. 428-430

LOT ONE  
CSM VOL. 17 PG. 378-379

SHEET 3 OF 3

ORDER NO: 32634

BOOK: SEE FILE  
 FIELD CREW: NA  
 DRAWN BY: RHL  
 DATE: February 27, 2017

ORDERED BY

IDEAL MIDWEST LLC  
 S. STATE RD 140  
 CLINTON, WI 53525

**Batterman**

engineers surveyors planners

2857 Bartells Drive Beloit, Wisconsin 53511  
 608.365.4464 www.rhbatterman.com



**EXCLUSIVE SANITARY SEWER AND WATER  
LATERAL EASEMENT**

**THIS INDENTURE**, made by the County of Rock, Grantors, of Rock County, Wisconsin, hereby convey and warrant to Ideal Midwest, LLC, Grantee, of Rock County, Wisconsin, for the sum of \_\_\_\_\_ and other good and valuable consideration, an Exclusive Sanitary Sewer and Water Lateral Easement 20 feet wide; described on attached Exhibit A (the "Easement Premises").

See Sheet 3 of 3 for Easement exhibit.

Drafted by and Return to:  
R.H. Batterman & Co., Inc.  
2857 Bartells Drive  
Beloit, WI 53511

The said easement is hereby granted to Grantee and successors and assigns within the area described above to construct, renew, operate and maintain sanitary sewer and water lateral pipes and necessary appurtenances thereto and the right to enter upon the land at all time to construct, renew, operate and maintain within the easement area as described above said sanitary sewer and water lateral pipes and appurtenances.

The performance of Grantee's rights, duties or obligation hereunder is referred to herein as "Easement Work". Grantee agrees that all Easement Work shall be performed in such a manner as to minimize, to the extent reasonably practical, interference with Grantor's operations on the Property.

Grantee agrees to protect, defend, indemnify and hold harmless Grantor and its employees, agents, contractors, tenants, licensees and invitees from and against any and all claims, losses and/or damages, liens, judgments, penalties, reasonable attorneys and consultants fees, expenses and/or liabilities (collectively, "Claims") arising out of the failure of Grantee or any of its employees, agents, contractors or licensees to perform or observe any of its duties or obligations hereunder, or any negligence or willful misconduct by Grantee or any of its employees, agents, contractors or licensees in the performance of any Easement Work.

Grantor expressly reserves all rights related to the Easement Premises not specifically granted to Grantee herein, including, without limiting the generality of the foregoing, (a) the right to pave over, park in, and drive in, on, over and through the Easement Premises, and (b) the right to use the Easement Premises for any other purpose, including, but not limited to, the right to grant and/or dedicate other easements thereon.

Grantee does hereby covenant and agree to replace any disturbed topsoil and to fertilize, reseed or restore such areas arising out of Grantee's construction or subsequent repair or renewal of the system.

Grantee further agrees that the installed facility will be underground except for cleanout covers, if any, which will generally be flush with the ground level.

**IN WITNESS WHEREOF**, the County of Rock, as owner, does hereby certify that they caused the dedication of the easement as described and shown hereon and have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
County of Rock -

**STATE OF WISCONSIN )**  
**COUNTY OF ROCK ) ss**

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ to me known to be the person who executed the foregoing certificate and acknowledge the same.

\_\_\_\_\_

Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_



RETURN TO:  
Laurel Qualy  
USDA - NRCS  
8030 Excelsior Dr., Suite 200  
Madison, WI 53717

---

**WARRANTY EASEMENT DEED  
IN PERPETUITY**

---

**AGRICULTURAL CONSERVATION EASEMENT PROGRAM  
WETLAND RESERVE EASEMENT  
Easement No. 54-5F48-14-01GPM**

**THIS WARRANTY EASEMENT DEED** is made by and between CAROL M. MILLER, a single woman, of 7047 W. Gibbs Lake Road, Edgerton, WI 53534-9747, (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA and its assigns, (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties".

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Consideration, Acreage Description checked   LQ  

Reservation, Exception, Easement checked   LQ

***Witnesseth:***

**Purposes and Intent.** The purpose of this easement is to restore, protect, manage, maintain and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

**Authority.** This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

**NOW THEREFORE**, for and in consideration of the terms of this mutual obligation and the benefits recited herein to each party and the sum of FIFTY EIGHT THOUSAND TWO HUNDRED SIXTEEN and 40/100 Dollars (\$58,216.40), paid to Grantor(s), the receipt of which is hereby acknowledged, Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (Grantee), in perpetuity, 13.1 acres, more or less, in Rock County, Wisconsin, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the Landowner only those rights, title and interest in the lands comprising the Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute an interest in real property and a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees and any other person claiming under them.

**PART I. Description of the Easement Area.** The lands encumbered by this easement deed, referred to hereafter as the Easement Area, are described in EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

**PART II. Reservations in the Landowner on the Easement Area.** Subject to the rights, title and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer and otherwise alienate title to these reserved rights.

- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, non-permanent and easily assembled, disassembled and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- E. Subsurface Resources. The right to oil, gas, minerals and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.
- F. Water Rights and Water Uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement Deed, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:
  - 1. haying, mowing or seed harvesting for any reason;
  - 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
  - 3. accumulating or dumping refuse, wastes, sewage or other debris;
  - 4. harvesting wood or sod products;

5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices (except as specifically set forth in EXHIBIT D, if applicable);
  6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the Easement Area by any means (except as specifically set forth in EXHIBIT D, if applicable);
  7. building, placing or allowing to be placed structures on, under or over the Easement Area; except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
  8. planting or harvesting any crop;
  9. grazing or allowing livestock on the Easement Area;
  10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
  11. use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
  12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits or other wetland functions and values of the Easement Area; and,
  13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities will alter, degrade or otherwise diminish the functional value of the Easement Area.
- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to the Easement Area.

- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. Use of Water for Easement Purposes. The Landowner shall use water for easement purposes as set for in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.
- G. Protection of Water Rights and Water Uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife and other natural values of the Easement Area.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall

prescribe the amount, method, timing, intensity and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. Management Activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance and monitor the wetland and other natural values of the Easement Area. The United States may apply to, or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.
- D. Violations and Remedies - Enforcement. The Parties, Successors and Assigns, agree that the rights, title, interests and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed

may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

**PART VI. General Provisions.**

- A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.
- B. **Rules of Construction and Special Provisions.** All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to affect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement deed shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. **Environmental Warranty.** "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near or from the Easement Area.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and cost of actions, sanctions asserted by or on behalf of any person or government authority and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Easement Area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant or agreements contained in this Easement Deed or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

**TO HAVE AND TO HOLD,** this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this 30 day of November, 2015.

Landowner:

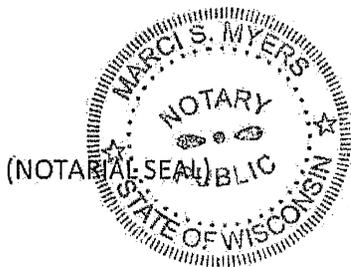
Carol Miller  
CAROL M. MILLER

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  )  
COUNTY OF ROCK     )

On this 30 day of November, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Carol M. Miller, a single woman, known or proved to me to be the persons described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Marci S Myers  
Notary Public for the State of Wisconsin  
Residing at Rock County  
My Commission Expires 9-27-19



This instrument was drafted by the  
Office of General Counsel, U.S. Department of Agriculture  
Washington, D.C. 20250-1400

---

#### NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary, however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice or other State or Federal Law enforcement agencies or in response to orders of a court, magistrate or administrative tribunal.

---

## DESCRIPTION

## ACEP WETLAND RESERVE EASEMENT AREA

NRCS ACEP Agreement #54-5F48-14-01GPM  
Carol M. Miller

A USDA-NRCS Agricultural Conservation Easement Program (ACEP) Wetlands Reserve Easement (WRE) over a parcel of land situated in:

**Part of Government Lot 3 and Part of Government Lot 4 of Section 19, T 4 N, R 12 E,  
Town of Fulton, Rock County, Wisconsin.**

As depicted on the drawing attached as Exhibit "A-1," and more particularly described as follows:

Commencing at the Southwest corner of said Section 19 said point marked by a Polystyrene Monument, top of monument flush with ground.

Thence N 00°27'03" W along the West line of said Section 19, a distance of 1325.62 feet, to the North line of said Government Lot 4.

Thence N 89°06'44" E along said North line a distance of 665.94 feet, to the point of beginning.

Said point marked by a 3/4" x 24" iron rebar found flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence continuing along said North line, N 89°06'44" E, a distance of 614.78 feet to the Southwest corner of said Government Lot 3.**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence N 02°16'51" E, along the West line of said Government Lot 3 a distance of 173.58 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 71°00'42" E a distance of 113.81 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 84°44'38" E, a distance of 207.39 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 77°22'21" E, a distance of 54.87 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 22°34'53" E, a distance of 86.84 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 42°08'17" E, a distance of 50.94 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 25°51'30" E, a distance of 120.08 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 07°51'31" E, a distance of 115.60 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 24°43'14" W, a distance of 113.63 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 47°42'21" W, a distance of 259.43 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 45°48'47" W, a distance of 148.62 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 77°08'22" W, a distance of 126.28 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 38°50'35" W, a distance of 194.10 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence S 85°00'31" W, a distance of 57.70 feet,**

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence N 65°35'48" W, a distance of 86.81 feet,**

Said point marked by a 3/4" x 24" capped iron rebar found flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence N 02°28'04" W, a distance of 485.88 feet,**

Said point marked by a 3/4" x 24" capped iron rebar found flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence N 88°03'38" W, a distance of 146.45 feet,**

Said point marked by a 3/4" x 24" capped iron rebar found flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence N 71°16'08" W, a distance of 148.56 feet,**

Said point marked by a 3/4" x 24" iron rebar found flush with ground, and witnessed by a steel sign post set 1.5 feet in the ground and projecting approximately 4 feet above ground.

**Thence N 22°24'59" W a distance of 235.06 feet to the point of beginning.**

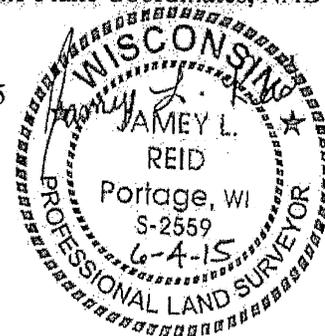
**ACEP Wetland Reserve Easement contains 13.1 acres more or less.**

This Easement Description and attached map were prepared at the request of the USDA Natural Resources Conservation Service, for the purpose of delineating the corners and defining the boundaries of an ACEP Wetland Reserve Easement.

This survey was generated using Real Time Kinematic GPS. "Fulton C" GPS station was used as the base for this survey. Bearings are grid, based on Wisconsin South Zone State Plane Coordinates, NAD 83, 2011.

Jamey L. Reid, Wis. Professional Land Surveyor #S2559 Date: 06/04/15

**END OF DESCRIPTION**



DESCRIPTION

ACEP WETLAND RESERVE EASEMENT AREA  
RIGHT OF WAY ACCESS

NRCS ACEP Agreement #54-5F48-14-01GPM  
Carol M. Miller

For the purpose of access to the above described conservation easement, a 30 foot wide easement is also granted for ingress and egress, described as follows:

Part of Government Lot 4 of Section 19, T 4 N, R 12 E, Town of Fulton, Rock County, Wisconsin.

Commencing at the Southwest corner of said Section 19 said point marked by a Polystrene Monument, top of monument flush with ground.

Thence N 00°27'03" W along the West line of said Section 19, a distance of 550.29 feet.

Thence, N 89°32'57" E a distance of 1010.71 feet to the Easterly right of way line of County Highway H, this being the point of beginning for this access easement.

Thence along said Easterly right of way line and along the arc of a curve to the left a distance of 30.04 feet, said curve having a radius of 338.01 feet and a chord which bears N 28°02'46" W a distance of 30.03 feet,

Thence N 64°29'59" E a distance of 65.84 feet to the WRE boundary,

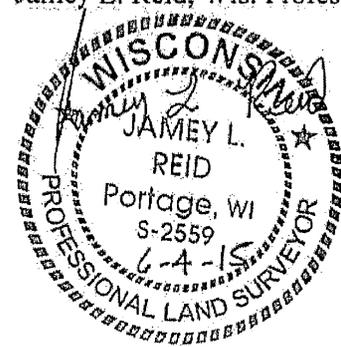
Thence S 02°28'04" E a distance of 32.60 feet along said WRE boundary,

Said point marked by a 3/4" x 24" capped iron rebar set flush with ground, and witnessed by a steel sign post 1.5 feet in the ground and projecting approximately 4 feet above ground.

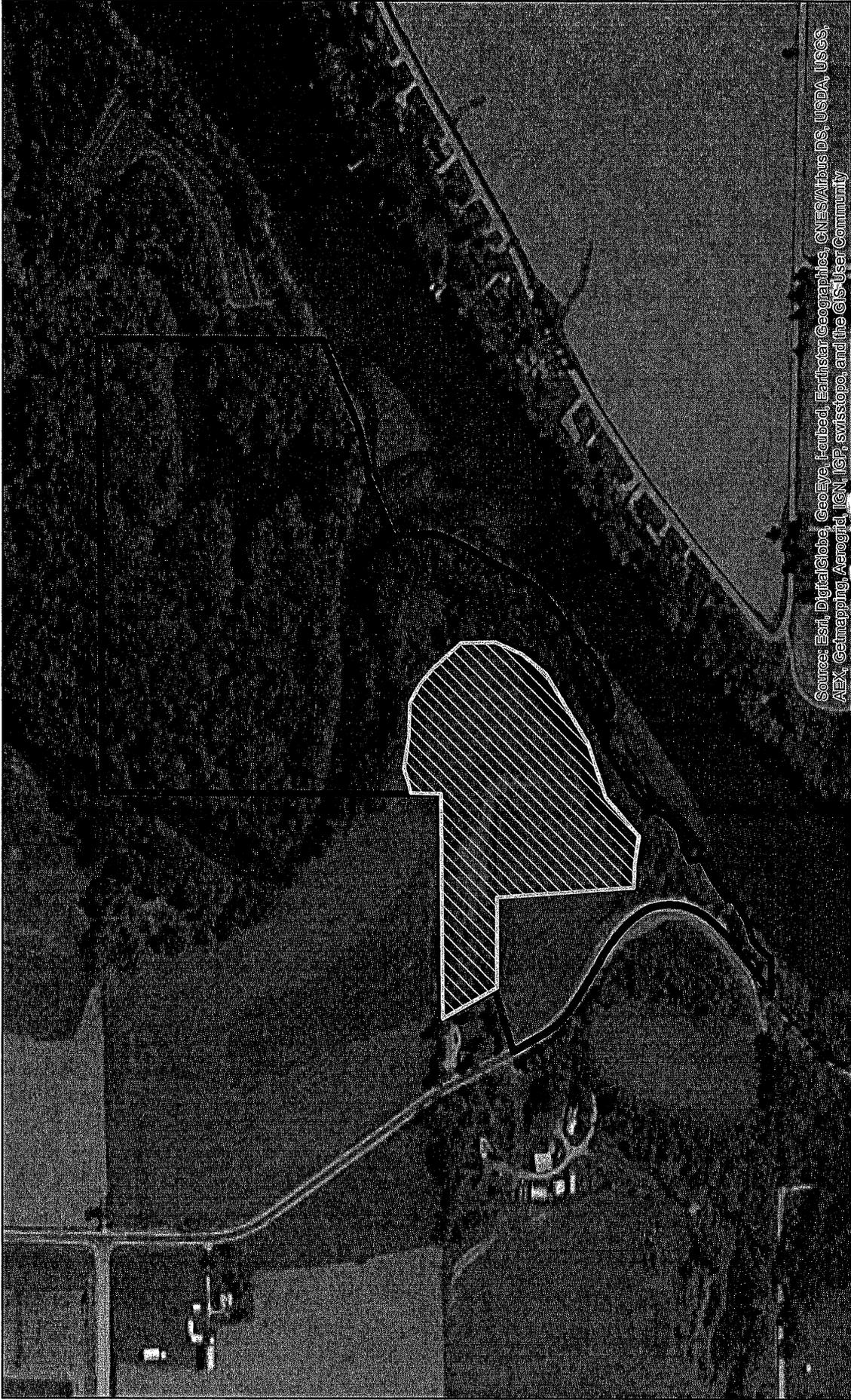
Thence S 64°29'59" W a distance of 51.75 feet to the point of beginning.

Access Easement to the ACEP Wetland Reserve Easement contains 0.04 acres more or less.

Jamey L. Reid, Wis. Professional Land Surveyor #S2559 Date: 06/04/15



END OF DESCRIPTION



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

### Miller, Carol Property, Town of Fulton, Rock County

-  Miller, Carol Property
-  Miller WRP approx. boundary



Rock County GIS Website - Parcel Details [Current Taxes](#) [New Search](#) [GIS Home](#)

**PARCEL INFORMATION**

Parcel	6-6-303	First Name	CAROL MARIE
Tax ID #	012 05602	Last Name	MILLER
Address	7047 W GIBBS LAKE RD		
City/St/Zip	EDGERTON, WI 53534		
Municipality	Town of Fulton		

**GENERAL INFORMATION**

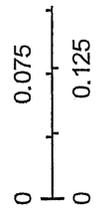
Vol-Page1	326-463	School Dist	1568	Sec/Town/Ran	19-4-12
Vol-Page2	685-359	Other Dist		Assess Year	2014
Vol-Page3	THR-374	Other Dist		Acres	54.000
Document 1	1926540	Document 2	1969890	Document 3	
LP					

**ASSESSED VALUE INFORMATION**

Agricultural	11.000 Ac	Land	1900	Improvement	0
Undeveloped	13.000 Ac	Land	7800	Improvement	0
Agricultural Forest	30.000 Ac	Land	27000	Improvement	0
Totals		Land	36700	Improvement	0

**LEGAL DESCRIPTION**

FRL LOT 3 & 4 E OF HWY (EXC VOL 442 P 492) (EXC 132-13)  
 ALSO CARD 326 I 465 THRU 477



## Rock County Parks- 2017

### Park Reservations, Permits, and Boat Launch Fees

#### - Picnic Shelter Per Day with Electricity -

	Resident	Non-Resident		
Carver-Roehl Park	\$75.00	\$90.00	Key deposit/cleanup deposit may be required based on past experience. \$50 per reservation. Paid by check to be returned with satisfactory report on cleanup. No additional charge for Beer/Wine Permit.	
Carver-Roehl Gazebo	\$35.00	\$50.00		
Gibbs Lake Park	\$75.00	\$90.00		
W.L. Sportsman's Park	\$75.00	\$90.00		
Beckman Mill Park	\$75.00	\$90.00		
Royce Dallman Park	\$75.00	\$90.00		
Sweet-Allyn Park	\$75.00	\$90.00		
Lee Park (No Electricity)	\$35.00	\$50.00		
Turtle Creek Parkway	\$125/250	\$150/300		Weekday(Mon-Thur)/Weekend (Fri-Sun)
Beer/Wine Permit without shelter reservation	\$25.00	\$30.00		

#### - Ball Diamond -

Sweet-Allyn and Lee Parks	10.00	20.00	Per Game
---------------------------	-------	-------	----------

#### - Metal Detection Permits -

Annual Permit Per Person	\$30.00	\$40.00	Metal Detecting at Beckman Mill is Stricly Prohibited.
Annual Senior 62 or Over	\$15.00	\$20.00	
Disabled	\$10.00	\$10.00	

#### - Camping Permits -

Overnight Camping Fee	\$15.00	\$25.00	Only with Parks Director's approval Camping Recommended at Magnolia Bluff and Gibbs Lake County Parks
-----------------------	---------	---------	--

#### - Firewood Collection Permits -

Annual Permit Per Person	\$25.00	Only for Rock Co. Residents
--------------------------	---------	-----------------------------

#### - Special Event/Park Area Rental Fee -

1-2 day event <500	\$100.00 per day
1-2 day event >500	\$200.00 per day
3-4 day event <1000	\$150.00 per day
3-4 day event >1000	\$250.00 per day

#### - Snowshoe Rental Fees -

Dailys (24 hours)	Weekend (Fri-Mon)
\$12/adult pair	\$16/adult pair
\$6/youth pair	\$10/youth pair

#### - Boat Landings/Water Access Vehicle Fee -

Royce Dallman (daily)	\$6.00	\$8.00	These fees are for any watercraft including but not limited to boats of all sizes, kayaks, and canoes. If parking to hike park trails then no fee is neccessary.
Happy Hollow (daily)	\$6.00	\$8.00	
Gibbs Lake (daily)	\$6.00	\$8.00	
Annual Sticker	\$30.00	\$35.00	
2nd Car Duplicate (annual)	\$6.00	\$8.00	
Annual Senior 62 or Over	\$15.00	\$20.00	
Disabled (annual)	\$5.00	\$7.00	

Boat Landing Fees are in effect April 15 - October 31 Regardless of Piers Being Installed  
Failure to comply with boat landing permits may result in a citation of \$169.00. Parks patrolmen, RCSD, and DNR Wardens have the authority to enforce this ordinance.



## **Parks Director Report**

**March 6, 2017**

### **Projects in planning and or process**

#### **Carver Roehl Park**

Fanning construction scheduled for demolition of bathroom.

Vault Toilet ordered and in production, installation in spring.

Erosion Control Project installed but finish work needed.

FCR Easter Egg Hunt April 9, 2017

#### **Indianford Park**

Well tested negative for coliform bacteria.

#### **Sweet Allyn**

Ballfield fence installation and field work completed, waiting to over seed and set bases.

#### **Turtle Creek Parkway**

Working on canoe launch options, permits, and specifications.

Working with contractors on estimates for reworking old water line.

Contacting contractors to get estimates for Kitchen cabinet re-facing and countertop replacement – Waiting for responses.

### **Welty Center (former)**

Welty Center House demolition complete and finish work to be completed.

### **Miscellaneous**

Final Trails Grant Award for Beloit to Janesville Trail.

Friends of Rock County Parks second meeting held on March 15, 2017 at 6:00 p.m. at Southern Wisconsin Regional Airport.

Park Shelter reservation season underway.

Table and Sign Maintenance on going.

Mower maintenance underway.

Reviewing summer staff applicants to interview.

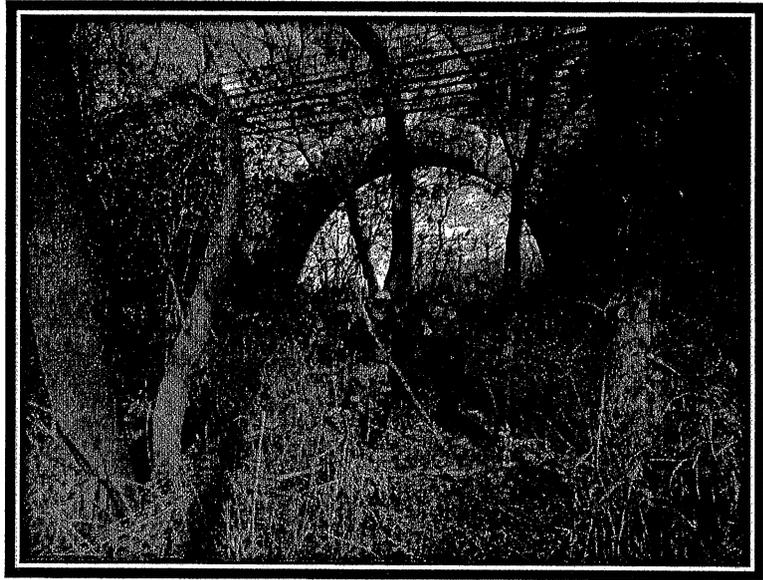
5 Arch bridge work day scheduled for March 17, 2017

Rye 140 property appraisal work in process

Fecon work completed February 3-10 at PTNT and Gibbs Lake



Carver Roehl Erosion Control Project



5 Arch Bridge Work day 2-24-2017



5 Arch Bridge Work day 2-24-2017