



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 01/30/2020

Amended* Post Date: 1/31/2020

Amended Post Date: 02/05/2020**

The following documents are included in the packet for the Parks Commission on February 3, 2020:

- 1) ***Amended Agenda**
- 2) Minutes from 11/04/19 and 01/06/2020
- 3) ****IPS Quote**
- 4) Easements and information for Multi Use Path
- 5) Set Cash Deposit Amount Memorandum
- 6) Ordinance Amending Chapter 187 Parks and Recreation, Article III, Park Rules and Regulations
- 7) Parks Monthly Activities



GREEN LAKE COUNTY OFFICE OF THE COUNTY CLERK

Elizabeth Otto
County Clerk

Office: 920-294-4005
FAX: 920-294-4009

Parks Commission Meeting Notice

Date: February 3, 2020 Time: 4:30 PM

Location: Government Center, County Board Room, 571 County Road A, Green Lake WI

Amended AGENDA**

Committee Members

*William Boutwell, Chair
Jerry Specht, Vice-Chair
Vicki Bernhagen
Todd Morris
Vonn Roberts
Michael Shattuck
Curt Talma*

Elizabeth Otto, Secretary

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Approval of Minutes: 11/04/19 & 01/06/2020
5. Appearance:
 - Anna Cisar - Informational Discussion and Update on Boatwash Project
6. IPS Technology Agreement
7. *Review and Approve Easements for Multi-Use Path
8. Set Cash Deposit Amounts for Ordinance Violations
9. **Discussion and Possible Action on Lake Maria Bathroom
10. Ordinance
 - Amending Chapter 187 Parks and Recreation, Article III. Park Rules and Regulations
11. Parks Report
 - Monthly Activities
12. Committee Discussion
 - Future Meeting Dates: May 4, 2020 at 4:30PM
 - Future Agenda items for action & discussion
13. Adjourn

Kindly arrange to be present, if unable to do so, please notify our office. Sincerely, Elizabeth Otto, County Clerk

Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date of the meeting.

PARKS COMMISSION

November 4, 2019

The meeting of the Parks Commission was called to order by Chair Bill Boutwell on Monday, November 4, 2019 at 4:30 PM in the Green Lake County Board Room, Green Lake County Government Center, 571 County Road A, Green Lake, WI. The requirements of the open meeting law were certified as being met. The pledge of allegiance was recited.

Present: Bill Boutwell
Todd Morris
Vonn Roberts
Curt Talma

Absent: Michael Shattuck
Jerry Specht
Vicki Bernhagen

Other County Employees Present: Liz Otto, County Clerk; Harley Reabe, County Board Chair; Scott Weir, Maintenance Supervisor; Corporation Counsel Dawn Klockow; County Administrator Cathy Schmit

APPROVAL OF MINUTES

Motion/second (Roberts/Morris) to approve the minutes of the 09/10/2019 meeting with no additions or corrections. Motion carried with no negative vote.

APPEARANCES

- Ken Bates, Green Lake Greenways, informed the committee of the Wisconsin Department of Transportation multi-modal grant which could award up to \$700,000 to Green Lake Greenways to be used for the multi-use path. Bates stated this is a 90/10 grant with Green Lake Greenways providing the 10% portion of the funding. Green Lake County would be the sponsor only. Discussion held.

Motion/second (Roberts/Morris) to accept the sponsorship of the multi-modal grant application. Motion carried with no negative vote.

UPDATE AND ACTION ON BOAT LAUNCH TERMINALS

Motion/second (Roberts/Morris) to approve purchasing the boat launch terminals from IPS, Inc. pending contract approval from Corporation Counsel. Motion carried with no negative vote.

DISCUSSION AND POSSIBLE ACTION ON DODGE MEMORIAL PARK BATHROOMS

Maintenance Supervisor Scott Weir explained the options included in the packet regarding flushable and non-flushable bathroom options. Discussion held on the pros and cons of all options. Weir was directed by the committee to get bids on the non-flushable option for both Dodge Memorial and Lake Maria parks and present them at the January 6, 2020 special meeting.

REVIEW OF PROPOSED ORDINANCE TO ALLOW FUNDRAISING IN THE PARKS AND RESERVING PARKS FACILITIES

Corporation Counsel Dawn Klockow requested direction from the committee on requirements regarding the ordinance allowing fundraising and reservations of county parks. Discussion held.

Motion/second (Talma/Morris) to include a requirement in the ordinance for a refundable \$300 deposit prior to any event in the county parks to cover the cost of cleaning and/or damages if needed. Motion carried with no negative vote.

The final draft will be presented at the February meeting for approval.

FIVE YEAR PARKS PLAN UPDATE

Maintenance Supervisor Scott Weir presented his proposed updates for the 5 year parks plan. Discussion held. Suggestion made by Todd Morris to update the county website to include pictures of the parks with the various facilities available so that the public is aware of options.

Motion/second (Roberts/Morris) to approve the parks plan as submitted by Maintenance Supervisor Scott Weir. Motion carried with no negative vote.

PARKS REPORT

- **Monthly Activities**

Discussion held on report as submitted by Maintenance Supervisor Scott Weir.

COMMITTEE DISCUSSION

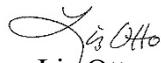
Future Meeting Date: Next meeting date: Special meeting – January 6, 2020 at 4:30 PM; Regular meeting - February 3, 2020 @ 4:30 PM

Future Agenda items for action & discussion:

ADJOURNMENT

Chair Boutwell adjourned the meeting at 5:37 PM.

Submitted by,



Liz Otto
County Clerk

PARKS COMMISSION

January 6, 2020

The special meeting of the Parks Commission was called to order by Chair Bill Boutwell on Monday, January 6, 2020 at 4:30 PM in the Green Lake County Board Room, Green Lake County Government Center, 571 County Road A, Green Lake, WI. The requirements of the open meeting law were certified as being met. The pledge of allegiance was recited.

Present: Bill Boutwell
Todd Morris (4:32)
Curt Talma
Michael Shattuck
Jerry Specht

Absent: Vicki Bernhagen
Vonn Roberts

Other County Employees Present: Liz Otto, County Clerk; Harley Reabe, County Board Chair; Scott Weir, Maintenance Supervisor; Corporation Counsel Dawn Klockow

DISCUSSION AND POSSIBLE ACTION ON IPS PARKING TECHNOLOGY AGREEMENT

Corporation Counsel Dawn Klockow stated several concerns regarding the IPS agreement as currently written including the term of the contract and the ability for price adjustments. Discussion held. Klockow will contact IPS and get additional information prior to the February meeting.

DISCUSSION AND POSSIBLE ACTION ON DODGE MEMORIAL PARK AND LAKE MARIA PARK BATHROOMS

Maintenance Supervisor Scott Weir outlined the 3 bids received. He recommended the Huffcutt Mallard floor plan. Discussion held.

Motion/second (Shattuck/Specht) to approve the bid from Huffcutt and proceed with the Mallard floor plan not to exceed \$45,000. Motion carried with no negative vote.

PURCHASE REQUEST – TILT DECK TRAILER

Maintenance Supervisor Scott Weir outlined the 3 bids and the reasons for the purchase. *Motion/second (Morris/Specht)* to purchase Eldorado trailer for \$7,245. Motion carried with no negative vote.

ALLIANT ENERGY LINE CLEARANCE PERMIT

Maintenance Supervisor Scott Weir stated this was included in the packet for information purposes only in the event that any of the commission members were approached regarding recent tree cutting.

PARKS REPORT

- **Quarterly Report**

The quarterly parks report was reviewed.

COMMITTEE DISCUSSION

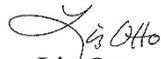
Future Meeting Date: Regular meeting - February 4, 2020 @ 4:30 PM

Future Agenda items for action & discussion: boat wash project, further discussion on IPS Technology agreement.

ADJOURNMENT

Chair Boutwell adjourned the meeting at 5:16 PM.

Submitted by,



Liz Otto

County Clerk

DRAFT



GREEN LAKE COUNTY

Date: 1/29/2020
 Quote #: MW012920q1
 Exp. Date: 2/28/2020

The Next Generation in Parking

IPS Group, Inc
 7737 Kenamar Court
 San Diego, CA 92121
 Michael Wilson
 p. 858-371-2028
michael.wilson@ipsgroupinc.com

Green Lake County
 571 County Road A
 Green Lake, WI 54941
 Harley Reabe
 p. 920-294-4031
hreabe@co.green-lake.wi.us

Salesperson	Contract	Shipping Method	Delivery Date	Payment Terms
MW		Ground	TBA	Net 30 Days

Qty	Item #	Description	Unit Price	Line Total
<u>MULTI-SPACE PARKING METERS (Off-Street)</u>				
2	767-053	MS1, Solar Power and Communications, Pay-by-Plate, Multi-Space Meter Accepts Credit Card only, with RFID Tag	\$5,495.00	\$10,990.00
2	767-089	MS1 Installation Hardware	\$50.00	\$100.00
2	767-622-2P	MS1 Multi Space Battery - Tandem / Dual Battery Pack	\$324.00	\$648.00
1	UNIV.Card Set	Meter Access Cards (Diag/Maint/Collection)	\$8.00	\$8.00
2	767-903	Paper Rolls (sticky back) approx. 2400 2.75" tickets (.004" thick)	\$30.00	\$60.00
2	767-296	MS1 Standard Mounting Plinth	\$90.00	\$180.00
2	767-295	MS1 Standard Mountin Pedestal	\$90.00	\$180.00
			TOTAL:	\$12,166.00
<u>RECOMMENDED SPARES</u>				
1	767-020	Pay-by-Plate Numeric Keypad 6x7 Assembly	\$262.00	\$262.00
1	767-017	1x6- Horizontal Keypad Complete Assembly	\$69.00	\$69.00
1	767-018	Standard Vertical Keypad 4x1 Assembl	\$69.00	\$69.00
1	767-032	MS1 Card Reader Assembly	\$135.00	\$135.00
1	767-026	Standard USA MS1 Card Reader Assembly	\$129.00	\$129.00
1	767-622-2P	Multi-Space Tandem/Dual Pack Battery Backup	\$324.00	\$324.00
1	800-413	Display Window Sealing Gasket	\$5.00	\$5.00
1	800-001	Main Operating Board (with LCD and modem)	\$995.00	\$995.00
1	UNIV.Card Set	Meter Access Cards (Diag/Maint/Collection)	\$8.00	\$8.00

6	767-903	Paper Rolls (sticky back) approx. 2400 2.75" tickets (.004" thick)	\$30.00	\$180.00
			TOTAL:	\$2,176.00
<u>STICKERS</u>				
2		MyParkingReceipts.com	\$3.00	\$6.00
			TOTAL:	\$6.00
<u>INSTALLATION SERVICES</u>				
1		Technicians (1-day)	\$950.00	\$950.00
1		Travel & Living	\$300.00	\$300.00
			TOTAL:	\$1,250.00
<u>*BUDGETED Recurring Meter Fees:</u>				
2		MSPM - Monthly Fees, Reports and Communication (per meter)	\$25.00	\$50.00
1		Mobile Enforcement App (Able to enforce Multi-space meters). NOTE: Green Lake County is using their own Android Phones and citation writer with its data plans	\$100.00	\$100.00
		Credit / Debit Gateway Fee (Per CC Transaction)	\$0.13	
Price Sheet prepared by: Michael Wilson, Director Regional Sales			Sub Total	\$15,598.00
* All Recurring fees combined, per meter / per pole, average 7% per month			Tax:	N/A
			Freight:	\$778.92
			TOTAL:	\$16,376.92

To accept this quotation, sign here and return:

Name _____

Date _____

ACKNOWLEDGMENT OF
EASEMENT OF MULTI-USE PATH

document Number

Document Title

The purpose of this document is to record Green Lake County's acknowledgment of the executed Easements of Multi-Use Path.

Recording Area

Name and Return Address

SLATE LAW OFFICES
PO Box 400
Markesan WI 53946

See Attached Document
Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT.
DO NOT REMOVE.

THIS INSTRUMENT DRAFTED BY:

SLATE LAW OFFICES – William R. Slate, Atty. at Law
P.O. Box 400, Markesan WI 53946 (920) 398-2371

ACKNOWLEDGMENT

Green Lake County acknowledges that they have read and approve the following recorded Easements for Multi-Use Path:

Document No. 404180 recorded on 11/20/2019

Parcel No. 004-00307-0100

Owners: Thomas R. and Jane A. Willett

Document No. 401194 recorded on 2/11/2019

Parcel No. 004-00280-0100

Owner: Mary Jean Dreger

Document No. 401196 recorded on 2/11/2019

Parcel No. 004-00280-0400 and 004-00280-0500

Owner: Silver Creek Ventures, LLC

Document No. 401197 recorded on 2/11/2019

Parcel No. 004-00280-0301

Owner: Mark D. White and Faith M. Smit

Document No. 401195 recorded on 2/11/2019

Parcel No. 004-00281-0000

Owner: Quality Aggregate, LLC

Document No. 401193 recorded on 2/11/2019

Parcel No. 004-00289-0000

Ower: Sunday Properties, LLC

Document No. 404180 recorded on 11/20/2019

Parcel No. 004-00307-0100

Owners: Thomas R. and Jane A. Willett

COPY

Easement for Multi-use Path



* 4 0 1 1 9 4 1 4 *

401194

RECORDED ON:

02/11/2019 12:00PM

REC FEE: \$30.00

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #:

Document Number

Document Title

Recording Area

Name and Return Address

Green Lake Greenways
PO Box 321
Green Lake WI 54941

Parcel Identification Number (PIN)

drafted by Richard Slate

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Easement for Multi-Use Path

THIS EASEMENT FOR MULTI-USE PATH is made as of November 16, 2017 by Mary Jean Dreger (“Grantor”), and the County of Green Lake, State of Wisconsin (“the County”).

RECITALS

- A. The Grantor owns real property located in Green Lake County, Wisconsin, more particularly described on the attached Exhibit A (“Property”).
- B. A portion of the Property is legally described on the attached Exhibit B (“Easement”), which is the location and area of the Easement created by this document.
- C. The parties intend that the County (and its contractors, assigns and agents) will be able to install and maintain a Multi-Use Path and that the public will be able to use the Easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, “Multi-Use Path”).
- D. The Grantor desires to grant to the County a permanent and perpetual Easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit B, upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. Grant of Easement. The Grantor hereby grants, warrants and conveys to the County a permanent and perpetual non-exclusive Easement and right-of-way (“Easement”) over, under, upon, through and across the area described on Exhibit B as attached hereto for the uses described in Section 2, below.
2. Use of Easement. The Easement may be used by the County and members of the public for walking, pedestrian use, bicycles, runners and similar uses (*ie.*, the Multi-Use Path). The County may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

The Grantors and County agree jointly to prohibit the use of motorized vehicles within the Easement area, EXCEPT as necessary for a medical emergency, construction, maintenance, motorized wheelchairs and-when State or local regulations permit-electric bicycles.

3. Improvement of the Easement. The County may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing, replacing and improving the Multi-Use Path (as well as related appurtenances). The Multi-Use Path may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the County may install and maintain any appropriate signage and appurtenances to the Multi-Use Path within the Easement.

4. Construction, Maintenance and Repair.
 - a. Any construction, maintenance or replacement of the Multi-Use Path (and appurtenances) shall be performed by the County so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement but by the Grantor and without cost to Grantor;

 - b. Upon completion of any construction, maintenance, installation, replacement or repair, the County will restore the area outside of the Multi-Use Path (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

 - c. Except as provided herein, there shall be no disturbance of the surface of the easement area, including but not limited to filling, excavation, removal of top soil, sand, gravel, rocks or minerals, or change of the topography of the Easement area in any manner. Further, there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or any other unsightly materials within the Easement area.

5. Reservation of Rights. The Grantor retains all other property rights in the area comprising of the Easement, including, but not limited to, the right to utilize the Property to construct thereon a driveway across the Multi-Use Path within the Easement if approved by the County, in writing, which approval shall not be unreasonably withheld.

The Grantor agrees not to construct or install any buildings, fences or other surface or sub-surface structures within the area comprising the Easement. Furthermore, Grantor shall not do or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the County's or public's use of the Easement as authorized by this document.

6. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the County and Public's use of the Easement. However, such right is expressly subject to prior written approval by the County as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.
7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include a Temporary Easement and/or rights are conveyed to the County so that the County shall have the right to enter upon sufficient land owned by the Grantor adjacent to the Easement temporarily, in order to do any construction, maintenance, installation, grading, replacement or repair within the Easement.

Upon completion of any such work within the Easement, the County will restore the area located on the Property outside of the Easement that was disturbed by the County to the same condition that it was prior to such work without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding.
9. Runs With The Land. This document and the rights and obligations set forth herein shall be appurtenant to the area comprising the Easement and shall permanently run with the land and shall be binding upon and inure to the benefit of the Grantor and the County and the parties' successors in title, assigns, transferees, and creditors. This Easement shall survive (and still be binding after any) transfer or sale of the Property.

10. Miscellaneous.

- a. If any material provision, clause or part of this document or application of the same is held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law.
- b. This document constitutes the entire agreement among the parties regarding the Easement created hereunder.
- c. This document shall be governed by and construed according to the laws of the State of Wisconsin.

Exhibit A

Deed with description of owner's property.

PETITION AND APPLICATION FOR THE TERMINATION OF DECEDENT'S INTEREST AND CONFIRMATION OF APPLICANT'S INTEREST IN PROPERTY

Use black ink

DECEDENT'S NAME: GLENN C. DREGER, DATE OF DEATH: 03-05-2012, ADDRESS: W806 State Road 23/49, CITY: Green Lake, ST: WI, ZIP: 54941

PRESENTATION OF DEATH CERTIFICATE

I certify that I have viewed a certified copy of the decedent's death certificate.

Signature of Glenn C. Dreger, Date: May 17, 2012, Signature of Anne A. Schueler, Deputee

THE INTEREST OF THE DECEDENT IN THE PROPERTY NOTED HEREIN IS HEREBY TERMINATED/CONFIRMED UNDER THE FOLLOWING STATUTE: (Please check appropriate statute)

[X] s. 867.045 which pertains to real property in which the decedent was a joint tenant, had a vendor's or mortgagee's interest, or had a life estate.

[X] s. 867.046 which pertains to property of a decedent specified in a marital property agreement; survivorship marital property; or a third party confirmation; or a nonprobate transfer on death as described in s. 705.10(1).

Presentation of recorded document establishing interest in real estate.

Table with 4 columns: DOCUMENT #, VOLUME/REEL, PAGE/IMAGE, RECORDS/DEEDS. Rows include 215641, 169080, 360905.

Description of the real estate.

[X] See Attached

Description of personal property (if any) being transferred.

You may list savings accounts, checking accounts and securities on attached pages. Indicate person(s) receiving property.

DECLARATION: I(We) declare that this document is, to the best of my(our) knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes.

Table with 4 columns: Name and Address, Petitioner/Applicant Interest in Property, Petitioner/Applicant Signature (Notarized), Date. Row for Mary Jean Dreger.

This document was drafted by: (print or type name below)

Attorney John C. Koch

STATE OF WISCONSIN, County of Green Lake

Subscribed and sworn to before me on: May 16, 2012 by the above named person(s): Mary Jean Dreger

Signature of Notary or other person authorized to administer an oath (as per s 706.06, 706.07) Print or type name: John C. Koch Title: Notary Public

Green Lake

May 16, 2012

Mary Jean Dreger

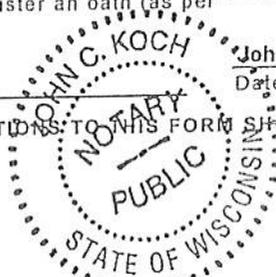
Signature of John C. Koch

John C. Koch

Date Commission Expires: Non-Expiring

NOTE: SEE DIRECTIONS. Wisconsin Register of Deeds Association Form HT-110 Website Version 05/2010

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



Recording area: * 3 7 4 7 9 7 6 * 374797 RECORDED ON: 05/17/2012 10:25AM REC FEE: \$30.00 VOL. 850 OF Rec PG. 993 REGISTER OF DEEDS GREEN LAKE, WI TRANSFER FEE:

004-00282-0100; 004-00280-1200; 004-00280-1300 004-00280-0100

Parcel Identification Number SEND TAX STATEMENT TO:

Mary Jean Dreger W806 State Road 23/49 Green Lake, WI 54941

Attorney John C. Koch 115-A S. Wisconsin St P.O. Box 307 Berlin, WI 54923-0307

ATTACHMENT TO TERMINATION OF DECEDENT'S PROPERTY INTEREST
FOR GLENN C. DREGER

Legal Description

Lot 4 of Certified Survey Map No. 292A as recorded in Volume One of Certified Survey Maps on Page 292A.

Lot 2 and 3 of Certified Survey Map No. 304 as recorded in Volume Two of Certified Survey Maps on Page 304, together with the following described parcel located in the NE 1/4 of the SW 1/4 of Section 14, T16N, R13E: Commencing at the Southeast Corner of Lot 2 of said Certified Survey Map No. 304, thence S00°18'W 60.04 feet, thence S89°41'W 100 feet, thence N00°18'E 60 feet, thence N89°41'E to the point of beginning.

Lot 1 of Certified Survey Map No. 50A as recorded in Volume One of Certified Survey Maps on Page 50A.

All located in Section 14, T16N, R13E, Town of Brooklyn, Green Lake County, Wisconsin.

DOCUMENT NO.

169080

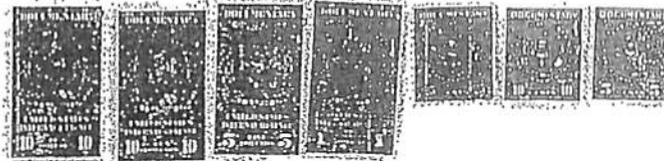
VOL 156 PAGE 379

This Indenture, Made this 12th day of September A. D. 1960,
 between Benjamin W. Lueptow and Esther E. Lueptow, his wife,
 part ies of the first part and
Glenn C. Dregar and Mary J. Dregar, his wife, as joint tenants and to
the survivor part ies of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
One Dollar and other good and valuable consideration
 then has been paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged,
 have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant,
 bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part their heirs and assigns
 forever, the following described real estate situated in the County of Green Lake and State of Wisconsin, to-wit:

Lot No. 1 of Certified Survey Map No. 50 as recorded in Volume 1
 of Certified Survey Maps of Green Lake County on page 50.

This deed is given in accordance with the terms of land contract
 recorded on July 13, 1960 in Volume 155 of Records on page 329 of
 the Green Lake County Registry.



This Instrument Drafted
 by John L. Nesbitt

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining; and all estate
 right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or
 expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and To Hold the said premises as above described with the hereditaments and appurtenances, unto the said parties
 of the second part, and to their heirs and assigns FOREVER.

And the said Benjamin W. Lueptow and Esther E. Lueptow, his wife,
 for themselves and their heirs, executors and administrators, do covenant, grant, bargain, and agree to and
 with the said parties of the second part their heirs and assigns, that at the time of the executing and delivery of
 these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of
 inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatsoever.

and that the above bargained premises is the quiet and peaceable possession of the said parties of the second part, their heirs
 and assigns; against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT
 AND DEFEND.

In Witness Whereof, the said parties of the first part hereunto set their hand, B. and
 seal, this 12th day of September A. D. 1960.

SIGNED AND SEALED IN PRESENCE OF
John L. Nesbitt
 John L. Nesbitt
Gerald R. Grout
 Gerald R. Grout

Benjamin W. Lueptow (SEAL)
Benjamin W. Lueptow
Esther E. Lueptow (SEAL)
Esther E. Lueptow
Es (SEAL)
 (SEAL)

STATE OF WISCONSIN,
 Fond du Lac County }
 Personally came before me, this 12th day of September A. D. 1960
 the above named Benjamin W. Lueptow and Esther E. Lueptow, his wife,
 to me known to be the person or persons who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.
 Received for Record this 13th day of September A. D. 1960 at 9:10 o'clock A.M.
Plyd W. Kallas
 Register of Deeds
 Deputy Register of Deeds

John L. Nesbitt
 Notary Public
 Fond du Lac County, Wis.
 My Commission Expires September 12, 19

NO. 162080

Benjamin W. Lueptow and

Esther E. Lueptow, his wife
TO

Glenn C. Drager and Mary J.
Drager, his wife

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN.

Green Lake County.

Received for Record this 13th day of
September A. D. 1960.

at 9:10 o'clock A.M., and recorded

in Vol. 156 of Records on Page 325.

H. Lloyd W. Tallant
Register of Deeds.

Deputy.

RETURN TO
RECORD & RETURN TO:
JOHN L. NESSBITT
RPOCN, WISCONSIN

VOL 156 PAGE 180

Exhibit B

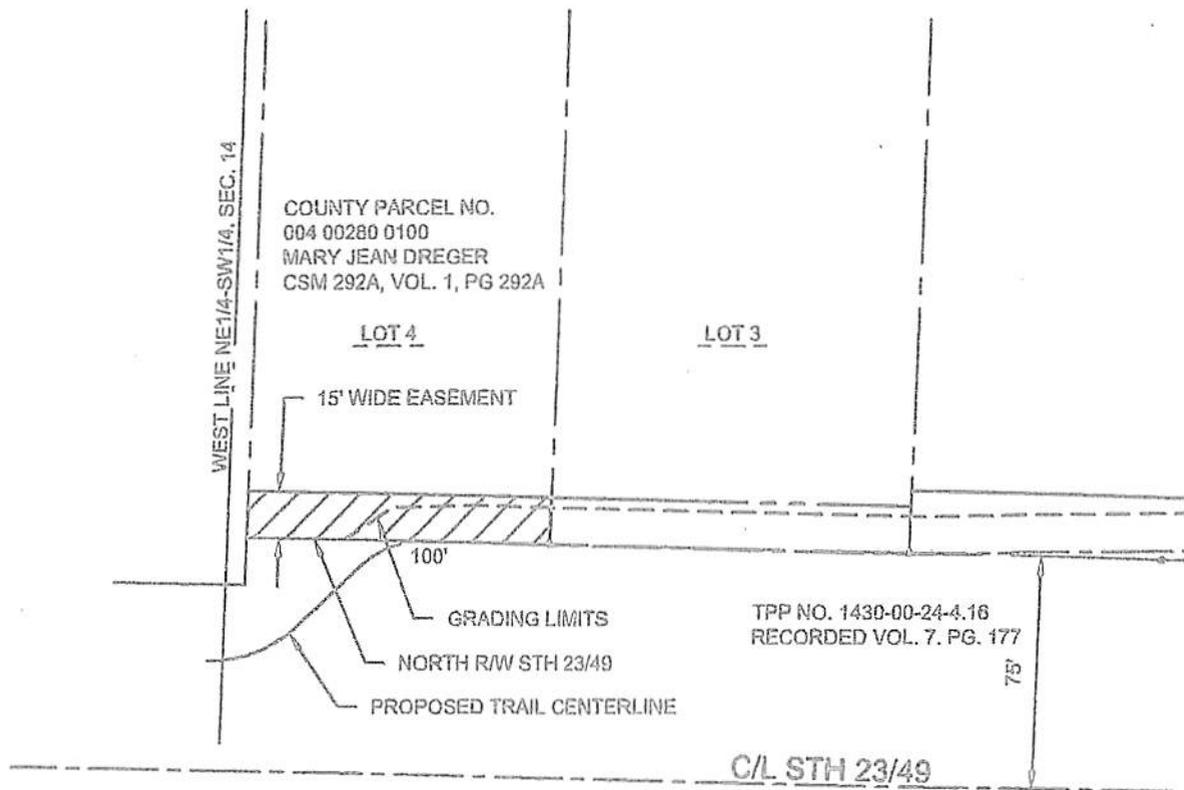
**Legal description of location of Easement on owner's
property.**

EASEMENT FOR THE BENEFIT OF WDNR MULTI-USE TRAIL

An easement for WDNR Multi-Use Trail located over part of Lot 4 of Certified Survey Map No. 292A, as recorded in Volume 1 of Certified Surveys on page 292A in the Register of Deeds and being located in the NE.1/4 of the SW.1/4 of Section 14, T.16 N., R.13 E., Town of Brooklyn, Green Lake County, Wisconsin.

Said easement being more particularly described as the South 15 feet of said Lot 4 of Certified Survey Map No. 292A.

The South line of said Lot 4 also being the North right-of-way line of S.T.H. 23 and 49 as reference on Transportation Project Plat No. 1430-00-24-4.16 and recorded in Volume 7 of Plats on Page 177.



ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
FUNDING | PLANNING | SURVEYING
1835 North Stevens St Rhinelander, WI 54501
(715) 362-3244 (800) 844-7854
www.msa-pl.com
© 2017 MSA Professional Services, Inc.

MARY JEAN DREGER

EASEMENT MAP

THEY
221010
SHEET
1 OF 1

COPY

Easement for Multi-use Path



* 4 0 1 1 9 6 1 2 *

401196

RECORDED ON:

02/11/2019 12:00PM

REC FEE: \$30.00

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #:

Document Number

Document Title

Recording Area

Name and Return Address

Green Lake Greenways
PO Box 321
Green Lake WI 54941

Parcel Identification Number (PIN)

drafted by Richard Slate

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

2

Easement for Multi-Use Path

THIS EASEMENT FOR MULTI-USE PATH is made as of November 16, 2017 by Silver Creek Ventures LLC. ("Grantor"), and the County of Green Lake, State of Wisconsin ("the County").

RECITALS

- A. The Grantor owns real property located in Green Lake County, Wisconsin, more particularly described on the attached Exhibit A ("Property").
- B. A portion of the Property is legally described on the attached Exhibit B ("Easement"), which is the location and area of the Easement created by this document.
- C. The parties intend that the County (and its contractors, assigns and agents) will be able to install and maintain a Multi-Use Path and that the public will be able to use the Easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, "Multi-Use Path").
- D. The Grantor desires to grant to the County a permanent and perpetual Easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit B, upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. **Grant of Easement.** The Grantor hereby grants, warrants and conveys to the County a permanent and perpetual non-exclusive Easement and right-of-way ("Easement") over, under, upon, through and across the area described on Exhibit B as attached hereto for the uses described in Section 2, below.
2. **Use of Easement.** The Easement may be used by the County and members of the public for walking, pedestrian use, bicycles, runners and similar uses (*ie.*, the Multi-Use Path). The County may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

The Grantors and County agree jointly to prohibit the use of motorized vehicles within the Easement area, EXCEPT as necessary for a medical emergency, construction, maintenance, motorized wheelchairs and-when State or local regulations permit-electric bicycles.

3. Improvement of the Easement. The County may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing, replacing and improving the Multi-Use Path (as well as related appurtenances). The Multi-Use Path may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the County may install and maintain any appropriate signage and appurtenances to the Multi-Use Path within the Easement.

4. Construction, Maintenance and Repair.
 - a. Any construction, maintenance or replacement of the Multi-Use Path (and appurtenances) shall be performed by the County so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement but by the Grantor and without cost to Grantor;

 - b. Upon completion of any construction, maintenance, installation, replacement or repair, the County will restore the area outside of the Multi-Use Path (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

 - c. Except as provided herein, there shall be no disturbance of the surface of the easement area, including but not limited to filling, excavation, removal of top soil, sand, gravel, rocks or minerals, or change of the topography of the Easement area in any manner. Further, there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or any other unsightly materials within the Easement area.

5. Reservation of Rights. The Grantor retains all other property rights in the area comprising of the Easement, including, but not limited to, the right to utilize the Property to construct thereon a driveway across the Multi-Use Path within the Easement if approved by the County, in writing, which approval shall not be unreasonably withheld.

The Grantor agrees not to construct or install any buildings, fences or other surface or sub-surface structures within the area comprising the Easement. Furthermore, Grantor shall not do or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the County's or public's use of the Easement as authorized by this document.

6. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the County and Public's use of the Easement. However, such right is expressly subject to prior written approval by the County as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.

7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include a Temporary Easement and/or rights are conveyed to the County so that the County shall have the right to enter upon sufficient land owned by the Grantor adjacent to the Easement temporarily, in order to do any construction, maintenance, installation, grading, replacement or repair within the Easement.

Upon completion of any such work within the Easement, the County will restore the area located on the Property outside of the Easement that was disturbed by the County to the same condition that it was prior to such work without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding.

9. Runs With The Land. This document and the rights and obligations set forth herein shall be appurtenant to the area comprising the Easement and shall permanently run with the land and shall be binding upon and inure to the benefit of the Grantor and the County and the parties' successors in title, assigns, transferees, and creditors. This Easement shall survive (and still be binding after any) transfer or sale of the Property.

10. Miscellaneous.

- a. If any material provision, clause or part of this document or application of the same is held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law.

- b. This document constitutes the entire agreement among the parties regarding the Easement created hereunder.

- c. This document shall be governed by and construed according to the laws of the State of Wisconsin.

CERTIFICATE OF AUTHORITY

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN LAKE)

RE: Silver Creek Ventures LLC
[Company Name Here]

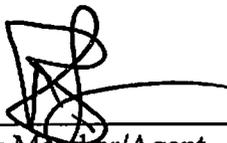
THE UNDERSIGNED, being first duly sworn on oath, deposes and says:

1. I (print name) Byron Lewis am the duly elected Managing Member and Agent of the above named Company.
2. The Company is in full force and effect and is in good standing with the State of Wisconsin.
3. As the Managing Member/Agent, I am authorized to transact business on behalf of the above named company and that this authority includes but is not limited to: acquiring, selling, assigning, conveying, pledging, encumbering, leasing, borrowing, managing, and dealing with real and personal property interests.
4. The Federal Identification Number to conduct business for the above named Limited Liability Company is: _

I certify and declare under penalty of perjury under the laws of the State of Wisconsin that the foregoing information is true and correct to the best of my knowledge and belief.

Dated: 1-29-2018

AUTHORIZED SIGNATURE



Managing Member/Agent

Subscribed and sworn to before me on

1/31/2018
(Date)

Lucia E. Krugar
(Signature)

Notary Public: Lucia E. Krugar
(Print Name)

State of Wisconsin
My Commission expires: 4/19/2018

This instrument drafted by:

SLATE LAW OFFICES
33 N. Bridge Street
PO Box 400
Markesan, WI 53946
(920) 398-2371

Exhibit A

Deed with description of owner's property.

WARRANTY DEED

VOL 871 PAGE 555

Wisconsin Department of Transportation
Exempt from fee [s. 77.25(2r) Wis. Stats.]
DT1560 12/2012

THIS DEED, made by Silver Creek Ventures, LLC GRANTOR, conveys and warrants the property described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the sum of Two Hundred and 00/100 Dollars (\$200.00).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

This is not homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

In executing this document, the undersigned affirms that he/she is a member/manager of Silver Creek Ventures LLC and is duly authorized by the company to execute this document.

* 3 7 9 5 4 7 2 *

379547

RECORDED ON:

04/23/2013 10:30AM

REC FEE: \$30.00

VOL. 871 OF Rec. PG. 555

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
1681 Second Avenue South,
Wisconsin Rapids, WI 54495

Parcel Identification Number/Tax Key Number
004-00280-0400


Signature _____ Date 3 26 13
Byron Lewis
Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

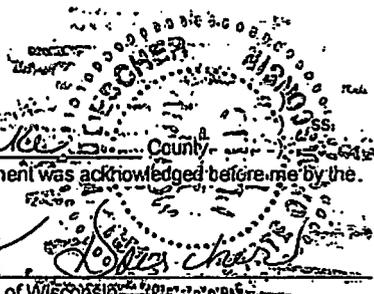
Print Name _____

Signature _____ Date _____

Print Name _____

Date 3-26-13

State of Wisconsin


Green Lake County
On the above date, this instrument was acknowledged before me by the named person(s).


Signature, Notary Public, State of Wisconsin

Darla H. Doescher
Print Name, Notary Public, State of Wisconsin

4-20-14
Date Commission Expires



0 3 1 4 1 4 1 3

Project ID
1430-00-24

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
55

LEGAL DESCRIPTION

Parcel 55 of Transportation Project Plat 1430-00-24-4.16, recorded in Volume 7 of Transportation Project Plats, Page 177, as Document 377860, recorded in Green Lake County, Wisconsin.

Property interests and rights of said Parcel 55 consist of:

Access rights, described as follows:

All existing, future or potential common law or statutory easements or rights of access between the highway currently designated as STH 23/49 and all of the abutting remaining real property of the owner(s), whether acquired by separate conveyance or otherwise, as shown on said Transportation Project Plat 1430-00-24-4.16

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

345724

PVOL 734 PAGE 801
State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

GREEN LAKE COUNTY
RECEIVED FOR RECORD
12:30 P.M.

JUN 30 2006

Vol. 734 Of Rec. Pg. 801

Lone Sesman
REGISTER OF DEEDS

THIS DEED, made between D-S Ventures ("Grantor," whether one or more), and Silver Creek Ventures, LLC ("Grantee," whether one or more). Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Green Lake County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot One (1), Two (2), and Three (3) of Certified Survey Map 292A in Volume One (1) of Certified Survey Maps, Town of Brooklyn, Green Lake County, Wisconsin. ALSO, an undivided interest in a certain right-of-way described in Volume 209 on Page 385 in the Office of the Register of Deeds for Green Lake County. AND EXCEPTING a certain restriction of access to the highway described in a certain Warranty Deed described in Volume 194 of Records, Page 408 as recorded in the office of the Register of Deeds, Green Lake County, Wisconsin.

Recording Area

Name and Return Address

Silver Creek Ventures, LLC
W271 Hwy 23/49
Ripon, WI 54971

4-10838 12:30 PM

pd \$ 11.00 (CK GUARANTY TITLE)

Exceptions to warranties: All easements, restrictions and exceptions thereof.

TRANSFER
\$ 900.00
FEE

004-0280-05
004-0280-04

Parcel Identification Number (PIN)

This is not homestead property.

Dated: June 24, 2006

D-S Ventures

David Meilahn

(SEAL)

(SEAL)

* By: David Meilahn

Scott Boyd

(SEAL)

(SEAL)

* By: Scott Boyd

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated on _____

FOND DU LAC COUNTY)

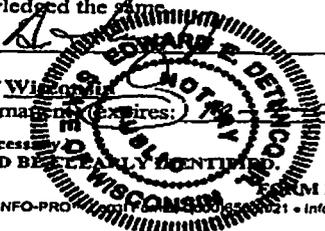
) ss.

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

Personally came before me on June 24/2006,
the above-named D-S Ventures, By: David Meilahn and
Scott Boyd
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same

Edward E. ...

Notary Public, State of Wisconsin
My commission (is permanent) (Expires: _____)



THIS INSTRUMENT DRAFTED BY:
Louis J. Andrew, Jr.
Andrew Law Offices, S.C.

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED
*Type name below signatures.

©2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003
INFO-PRO ... 2021 • info@proforma.com

Exhibit B

Legal description of location of Easement on owner's
property.

EASEMENT FOR THE BENEFIT OF WDNR MULTI-USE TRAIL

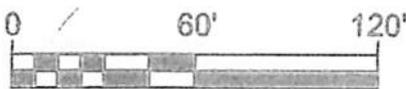
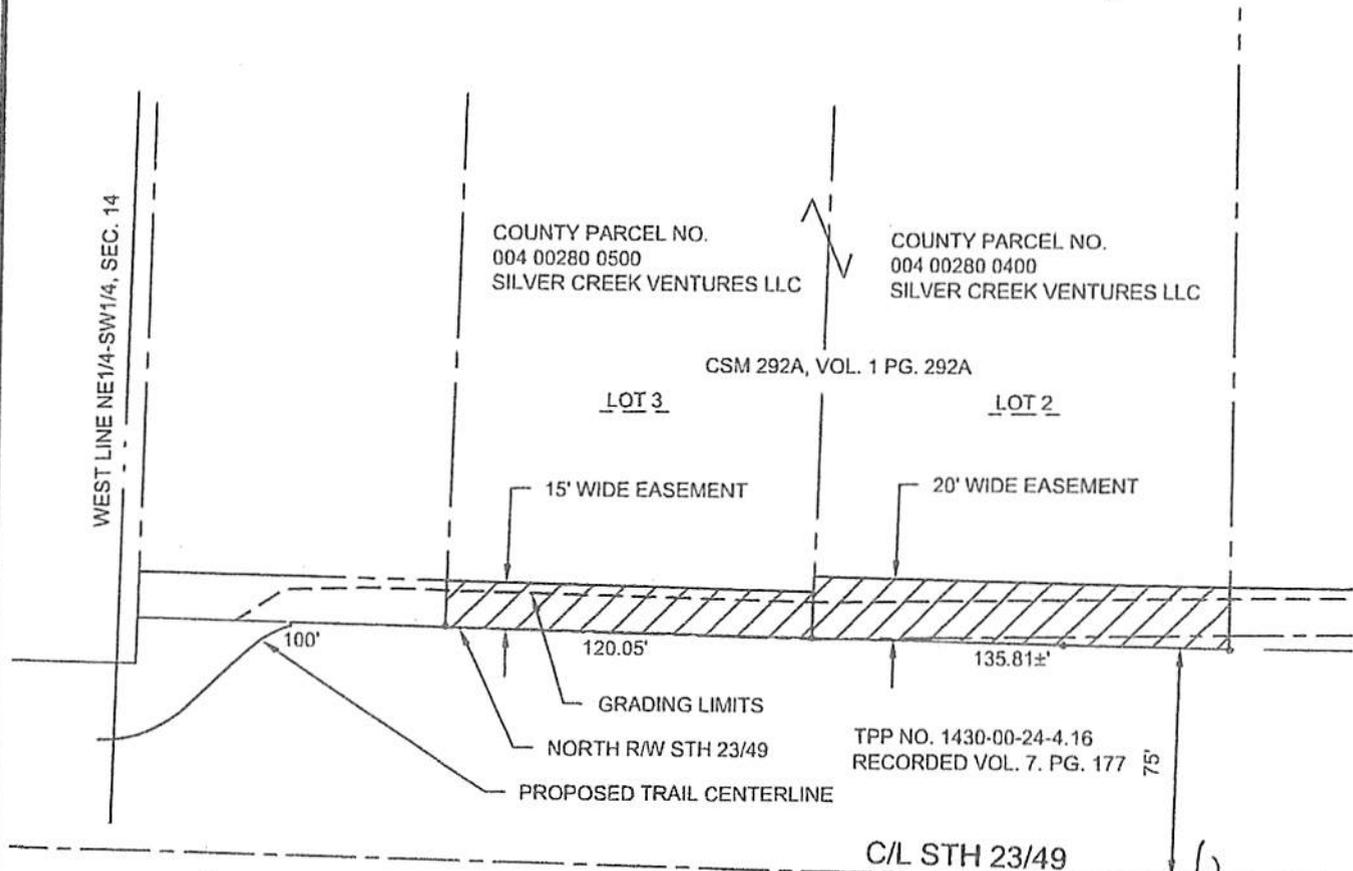
An easement for WDNR Multi-Use Trail located over part of Lots 2 and 3 of Survey Map No. 292A, as recorded in Volume 1 of Certified Surveys on page 292A in the Register of Deeds and being located in the NE.1/4 of the SW.1/4 of Section 14, T.16 N., R.13 E., Town of Brooklyn, Green Lake County, Wisconsin.

Said easement being more particularly described as follows:

A 15' wide easement being the South 15 feet of said Lot 3 of Certified Survey Map No. 292A.

Also a 20' wide easement being the South 20 feet of said Lot 2 of Certified Survey Map No. 292A.

The South line of said Lot 2 and Lot 3 also being the North right-of-way line of S.T.H. 23 and 49 as reference on Transportation Project Plat No. 1430-00-24-4.16 and recorded in Volume 7 of Plats on Page 177.



WISCONSIN
 EUGENE C. CUTTECH
 S-1451
 RHINELANDER
 WI
 LAND SURVEYOR
 6/23/2017

COPY

Easement for Multi-use Path



* 4 0 1 1 9 7 1 0 *

401197

RECORDED ON:

02/11/2019 12:00PM

REC FEE: \$30.00

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #:

Document Number

Document Title

Recording Area

Name and Return Address

Green Lake Greenways
PO Box 321
Green Lake WI 54941

Parcel Identification Number (PIN)

drafted by Richard Slate

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Easement for Multi-Use Path

THIS EASEMENT FOR MULTI-USE PATH is made as of December 20, 2017 by Faith M. Smit n/k/a Faith M. White and Mark D. White (“Grantor”), and the County of Green Lake, State of Wisconsin (“the County”).

RECITALS

- A. The Grantor owns real property located in Green Lake County, Wisconsin, more particularly described on the attached Exhibit A (“Property”).
- B. A portion of the Property is legally described on the attached Exhibit B (“Easement”), which is the location and area of the Easement created by this document.
- C. The parties intend that the County (and its contractors, assigns and agents) will be able to install and maintain a Multi-Use Path and that the public will be able to use the Easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, “Multi-Use Path”).
- D. The Grantor desires to grant to the County a permanent and perpetual Easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit B, upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. Grant of Easement. The Grantor hereby grants, warrants and conveys to the County a permanent and perpetual non-exclusive Easement and right-of-way (“Easement”) over, under, upon, through and across the area described on Exhibit B as attached hereto for the uses described in Section 2, below.
2. Use of Easement. The Easement may be used by the County and members of the public for walking, pedestrian use, bicycles, runners and similar uses (*ie.*, the Multi-Use Path). The County may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

The Grantors and County agree jointly to prohibit the use of motorized vehicles within the Easement area, EXCEPT as necessary for a medical emergency, construction, maintenance, motorized wheelchairs and-when State or local regulations permit-electric bicycles.

3. **Improvement of the Easement.** The County may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing, replacing and improving the Multi-Use Path (as well as related appurtenances). The Multi-Use Path may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the County may install and maintain any appropriate signage and appurtenances to the Multi-Use Path within the Easement.

4. **Construction, Maintenance and Repair.**
 - a. Any construction, maintenance or replacement of the Multi-Use Path (and appurtenances) shall be performed by the County so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement but by the Grantor and without cost to Grantor;

 - b. Upon completion of any construction, maintenance, installation, replacement or repair, the County will restore the area outside of the Multi-Use Path (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

 - c. Except as provided herein, there shall be no disturbance of the surface of the easement area, including but not limited to filling, excavation, removal of top soil, sand, gravel, rocks or minerals, or change of the topography of the Easement area in any manner. Further, there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or any other unsightly materials within the Easement area.

5. **Reservation of Rights.** The Grantor retains all other property rights in the area comprising of the Easement, including, but not limited to, the right to utilize the Property to construct thereon a driveway across the Multi-Use Path within the Easement if approved by the County, in writing, which approval shall not be unreasonably withheld.

The Grantor agrees not to construct or install any buildings, fences or other surface or sub-surface structures within the area comprising the Easement. Furthermore, Grantor shall not do or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the County's or public's use of the Easement as authorized by this document.

6. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the County and Public's use of the Easement. However, such right is expressly subject to prior written approval by the County as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.
7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include a Temporary Easement and/or rights are conveyed to the County so that the County shall have the right to enter upon sufficient land owned by the Grantor adjacent to the Easement temporarily, in order to do any construction, maintenance, installation, grading, replacement or repair within the Easement.

Upon completion of any such work within the Easement, the County will restore the area located on the Property outside of the Easement that was disturbed by the County to the same condition that it was prior to such work without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding.
9. Runs With The Land. This document and the rights and obligations set forth herein shall be appurtenant to the area comprising the Easement and shall permanently run with the land and shall be binding upon and inure to the benefit of the Grantor and the County and the parties' successors in title, assigns, transferees, and creditors. This Easement shall survive (and still be binding after any) transfer or sale of the Property.

10. Miscellaneous.

- a. If any material provision, clause or part of this document or application of the same is held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law.
- b. This document constitutes the entire agreement among the parties regarding the Easement created hereunder.
- c. This document shall be governed by and construed according to the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement. Upon the signing of this Easement, each party acknowledges receipt of a signed and completed copy hereof and admits that they have read and understood the foregoing terms and conditions and agrees thereto.

GRANTOR:

GRANTOR:

By: Faith M. White
FAITH M. WHITE

By: [Signature]
MARK D. WHITE

STATE OF WISCONSIN }
 }ss:
COUNTY OF GREEN LAKE }

Personally came before me this 20th day of December 2017, the above-named persons, known to me to be the ones who executed the foregoing instrument and acknowledged the same.

COUNTY: Green Lake

By: Christine A. Reчек
Christine A. Reчек, Notary Public
State of Wisconsin
My Commission expires: 4-26-2019

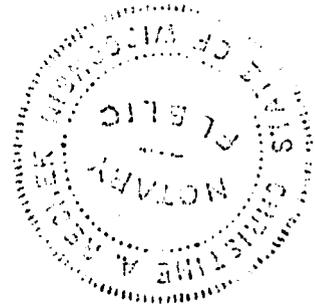


Exhibit A

Deed with description of owner's property.

* 3 7 8 9 3 6 1 *

WARRANTY DEED

Wisconsin Department of Transportation
Exempt from fee [s. 77.25(2r) Wis. Stats.]
DT1560 12/2012

378936
RECORDED ON:
03/06/2013 10:30AM

REC FEE: \$30.00

VOL. 869 OF Rec. PG. 177

THIS DEED, made by Mark D. White and Faith M. White, f/k/a Faith M. Smit, husband and wife GRANTOR, conveys and warrants the property described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the sum of Five Thousand One Hundred Fifty and 0/100 Dollars (\$5,150.00).

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

This space is reserved for recording data

Other persons having an interest-of record in the property: Markesan State Bank,

Return to
Wisconsin Department of Transportation
1681 Second Avenue South,
Wisconsin Rapids, WI 54495

This is homestead property.

Legal Description:

LEGAL DESCRIPTION Parcel 54 of Transportation Project Plat 1430-00-24-4.16, recorded in Volume 7 of Transportation Project Plats, Page 177, as Document 377860, recorded in Green Lake County, Wisconsin. Property interests and rights of said Parcel 54 consist of: Fee simple. Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Parcel Identification Number/Tax Key Number
004-00280-0300

[Handwritten Signature]

Signature Date 2-4-13

Mark D White

Print Name

2-4-13

Date

MARK D WHITE 2-4-13

Signature Date

State of Wisconsin
Green Lake County } ss.

Faith M White

Print Name Faith m white

On the above date, this instrument was acknowledged before me by the named person(s).

Faith m white 2-4-13

Signature Date

[Handwritten Signature]

Signature, Notary Public, State of Wisconsin

Faith m. white

Print Name

Daniel Ksk

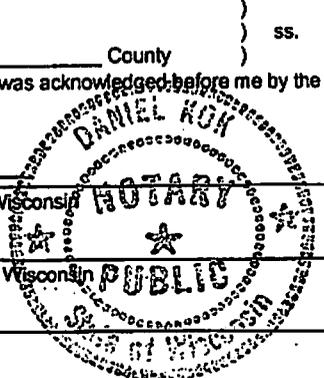
Print Name, Notary Public, State of Wisconsin

Signature Date

02-21-16

Date Commission Expires

Print Name



Project ID
1430-00-24
 000 143092674

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
54

277459

DOCUMENT NO.

VOL 446 PAGE 690

GREEN LAKE COUNTY
RECEIVED FOR RECORD

1:25 P.M.
AUG 22 1995

Vol. 446 of Rec. Pg. 690.
Shirley G. Williams
REGISTER OF DEEDS

THELMA M. MARKHAM, a single person

conveys and warrants to MARK D. WHITE and FAITH M. SMIT
as joint tenants

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Green Lake State Bank
PO Box 186
Green Lake, WI 54941-0186

Pd. 10.00 1:25 PM

004-0280-10 & 004-0280-03

(Parcel Identification Number)

the following described real estate in Green Lake
County, State of Wisconsin:

Commencing at the Northeast corner of real estate described in
Warranty Deed recorded in Volume 182, Records, Page 425,
as recorded in Register of Deeds Office for Green Lake
County, thence North Ninety-Four (94) feet; thence West
three Hundred (300) feet; thence South Ninety-four (94) feet; thence East Three Hundred (300) feet to place of
beginning, and being a part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Fourteen
(14), Town 16 North, Range 13 East of the Fourth Principal Meridian, Town of Brooklyn, Green Lake County,
Wisconsin.

AND
A part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 14, Town 16 North, Range
13 East of the Fourth Principal Meridian, Town of Brooklyn, Green Lake County, State of Wisconsin which is more
particularly described as follows: Commencing at the Southeast corner of Lot 1 of Certified Survey Map Number
50 as recorded in the Office of the Register of Deeds of Green Lake County; thence N89°41' E. 423.08 feet to the
point of beginning; thence N00°37' W. 270.00 feet; thence N89°41' E. 300.00 feet; thence S00°37' E. 210.00 feet;
thence S89°41' W. 300.00 feet to the point of beginning. Town of Brooklyn, all lying and being in the County of
Green Lake, and in the State of Wisconsin.

This deed is given in full satisfaction of a land contract between the above parties dated May 25, 1990 and recorded
on May 25, 1990 in Volume 381 of Records on Page 122 as Document No. 254176 in the office of the Register of
Deeds for Green Lake County.

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

Exception to warranties: recorded easements and restrictions of record.

TRANSFER
\$ 93.00
FEE

Dated this 19th day of August, 1995

(SEAL) *Thelma Markham* (SEAL)
• Thelma M. Markham

(SEAL) _____ (SEAL)
• _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

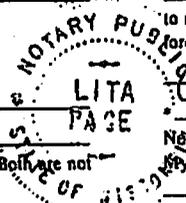
authenticated this _____ day of _____, 19____

STATE OF WISCONSIN }
GREEN LAKE County. } ss.
Personally came before me this 19th day of
August, 1995 the above named
Thelma M. Markham

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

to me known to be the person _____ who executed the
foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY
Attorney Steven R. Sorenson
PO Box 311, Ripon, WI 54971



Lita Page
Notary Public Green Lake County, Wis.
My commission is permanent. (If not, state expiration date:
1-31, 1999.)

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

Exhibit B

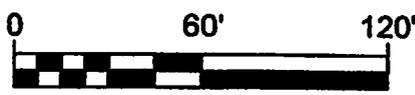
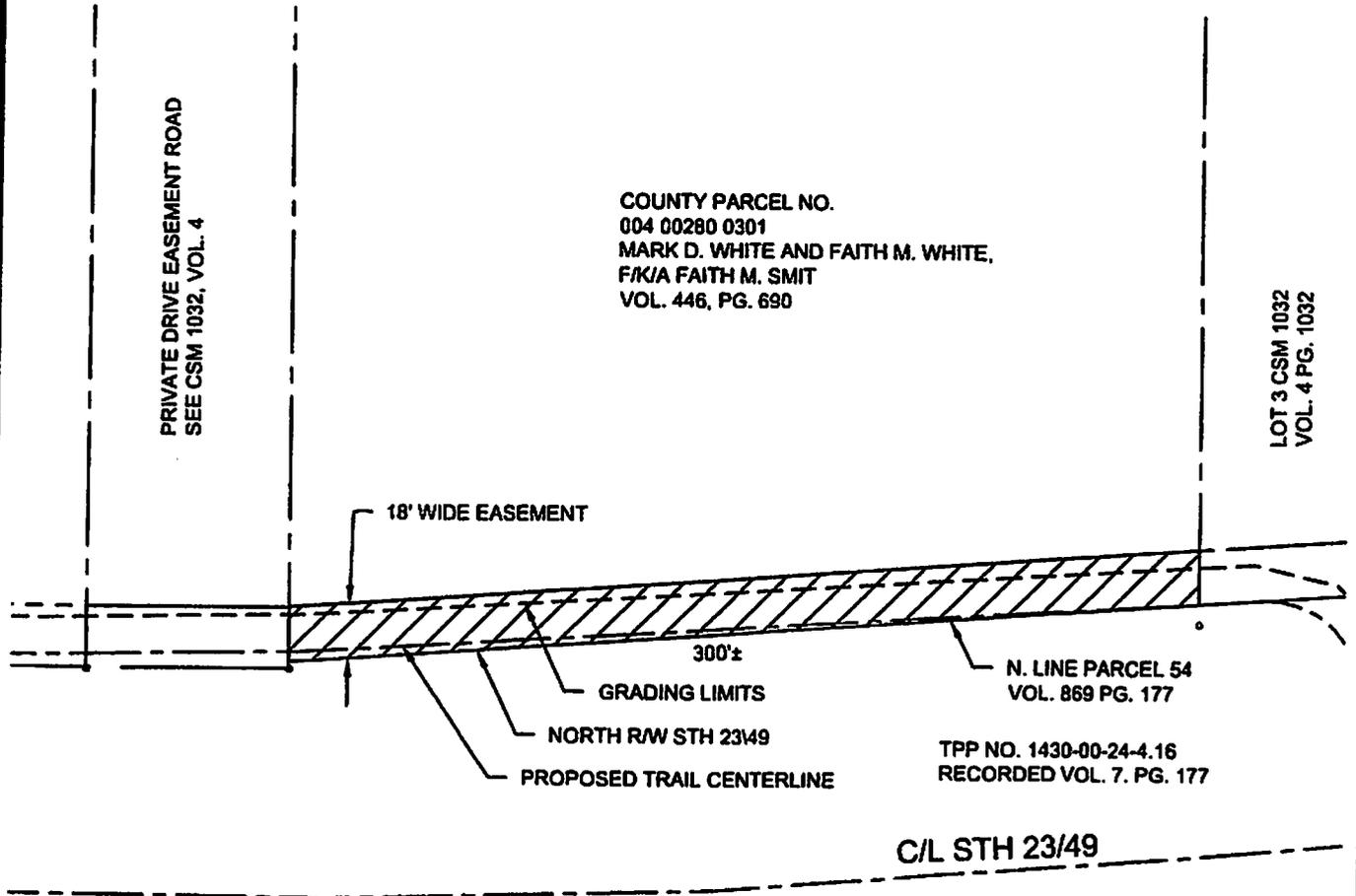
Legal description of location of Easement on owner's
property.

EASEMENT FOR THE BENEFIT OF WDNR MULTI-USE TRAIL

An 18' wide easement for WDNR Multi-Use Trail located in the NE.1/4 of the SW.1/4 of Section 14, T.16 N., R.13 E., Town of Brooklyn, Green Lake County, Wisconsin.

Said easement being more particularly described as the South 18 feet of that parcel described in Volume 446 of Records on page 690 in the Register of Deeds, lying North of Parcel 54 of Transportation Project Plat No. 1430-00-24-4.16, as recorded in Volume 869 of Records on Page 177.

The South line of said 18' easement being the North right-of-way line of S.T.H. 23 and 49 as reference on Transportation Project Plat No. 1430-00-24-4.16 and recorded in Volume 7 of Plats on Page 177.



ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
 PLANNING | PLANNING | SURVEYING
 1835 North Stevens St Rhinelander, WI 54401
 (715) 362-3244 (800) 844-7854
 www.msa-ps.com

FAITH M SMIT & MARK D WHITE

EASEMENT MAP

221010
 1 OF 1



* 4 0 1 1 9 5 8 *

401195

RECORDED ON:

02/11/2019 12:00PM

REC FEE: \$30.00

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #:

Easement for Multi-use
Path

Document Number

Document Title

Recording Area

Name and Return Address

Green Lake Greenways
PO Box 32/
Green Lake WI 54941

Parcel Identification Number (PIN)

drafted by Richard Slate

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

6

Easement for Multi-Use Path

THIS EASEMENT FOR MULTI-USE PATH is made as of ~~November~~ ^{January} 4, ~~2017~~ ²⁰¹⁸,
by Quality Aggregate, LLC. (“Grantor”), and the County of Green Lake,
State of Wisconsin (“the County”).

RECITALS

- A. The Grantor owns real property located in Green Lake County, Wisconsin, more particularly described on the attached Exhibit A (“Property”).
- B. A portion of the Property is legally described on the attached Exhibit B (“Easement”), which is the location and area of the Easement created by this document.
- C. The parties intend that the County (and its contractors, assigns and agents) will be able to install and maintain a Multi-Use Path and that the public will be able to use the Easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, “Multi-Use Path”).
- D. The Grantor desires to grant to the County a permanent and perpetual Easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit B, upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. Grant of Easement. The Grantor hereby grants, warrants and conveys to the County a permanent and perpetual non-exclusive Easement and right-of-way (“Easement”) over, under, upon, through and across the area described on Exhibit B as attached hereto for the uses described in Section 2, below.
2. Use of Easement. The Easement may be used by the County and members of the public for walking, pedestrian use, bicycles, runners and similar uses (*ie.*: the Multi-Use Path). The County may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

The Grantors and County agree jointly to prohibit the use of motorized vehicles within the Easement area, EXCEPT as necessary for a medical emergency, construction, maintenance, motorized wheelchairs and-when State or local regulations permit-electric bicycles.

3. Improvement of the Easement. The County may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing, replacing and improving the Multi-Use Path (as well as related appurtenances). The Multi-Use Path may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the County may install and maintain any appropriate signage and appurtenances to the Multi-Use Path within the Easement.

4. Construction, Maintenance and Repair.
 - a. Any construction, maintenance or replacement of the Multi-Use Path (and appurtenances) shall be performed by the County so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement but by the Grantor and without cost to Grantor;

 - b. Upon completion of any construction, maintenance, installation, replacement or repair, the County will restore the area outside of the Multi-Use Path (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

 - c. Except as provided herein, there shall be no disturbance of the surface of the easement area, including but not limited to filling, excavation, removal of top soil, sand, gravel, rocks or minerals, or change of the topography of the Easement area in any manner. Further, there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or any other unsightly materials within the Easement area.

5. Reservation of Rights. The Grantor retains all other property rights in the area comprising of the Easement, including, but not limited to, the right to utilize the Property to construct thereon a driveway across the Multi-Use Path within the Easement if approved by the County, in writing, which approval shall not be unreasonably withheld.

The Grantor agrees not to construct or install any buildings, fences or other surface or sub-surface structures within the area comprising the Easement. Furthermore, Grantor shall not do or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the County's or public's use of the Easement as authorized by this document.

6. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the County and Public's use of the Easement. However, such right is expressly subject to prior written approval by the County as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.

7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include a Temporary Easement and/or rights are conveyed to the County so that the County shall have the right to enter upon sufficient land owned by the Grantor adjacent to the Easement temporarily, in order to do any construction, maintenance, installation, grading, replacement or repair within the Easement.

Upon completion of any such work within the Easement, the County will restore the area located on the Property outside of the Easement that was disturbed by the County to the same condition that it was prior to such work without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding.

9. Runs With The Land. This document and the rights and obligations set forth herein shall be appurtenant to the area comprising the Easement and shall permanently run with the land and shall be binding upon and inure to the benefit of the Grantor and the County and the parties' successors in title, assigns, transferees, and creditors. This Easement shall survive (and still be binding after any) transfer or sale of the Property.

10. Miscellaneous.

- a. If any material provision, clause or part of this document or application of the same is held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law.

- b. This document constitutes the entire agreement among the parties regarding the Easement created hereunder.

- c. This document shall be governed by and construed according to the laws of the State of Wisconsin.

CERTIFICATE OF AUTHORITY

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN LAKE)

RE: QUALITY AGGREGATE LLC
[Company Name Here]

THE UNDERSIGNED, being first duly sworn on oath, deposes and says:

1. I (print name) JERRY TRAPP am the duly elected Managing Member and Agent of the above named Company.
2. The Company is in full force and effect and is in good standing with the State of Wisconsin.
3. As the Managing Member/Agent, I am authorized to transact business on behalf of the above named company and that this authority includes but is not limited to: acquiring, selling, assigning, conveying, pledging, encumbering, leasing, borrowing, managing, and dealing with real and personal property interests.
4. The Federal Identification Number to conduct business for the above named Limited Liability Company is:

I certify and declare under penalty of perjury under the laws of the State of Wisconsin that the foregoing information is true and correct to the best of my knowledge and belief.

Dated: 5/20/18

AUTHORIZED SIGNATURE



Managing Member/Agent

Subscribed and sworn to before me on
5th day of May, 2018
(Date)

Ann H. Egbert
(Signature)

Notary Public: Ann H. Egbert
(Print Name)

State of Wisconsin, Green Lake County
My Commission expires: 9-28-2018

This instrument drafted by:

SLATE LAW OFFICES
33 N. Bridge Street
PO Box 400
Markesan, WI 53946
(920) 398-2371

Sec. 183.0202
Wis. Stats.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

- Article 1. **Name of the limited liability company:**
Quality Aggregate, LLC
- Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**
- Article 3. **Name of the initial registered agent:**
Jerry Trapp
- Article 4. **Street address of the initial registered office:**
W2461 County Road CC
Green Lake, WI 54941
United States of America
- Article 5. **Management of the limited liability company shall be vested in:**
A manager or managers
- Article 6. **Name and complete address of each organizer:**
Jerry Trapp
W2461 County Road CC
Green Lake, WI 54941
United States of America
- Other Information. **This document was drafted by:**
Daniel D. Daubert
- Organizer Signature:**
Jerry Trapp

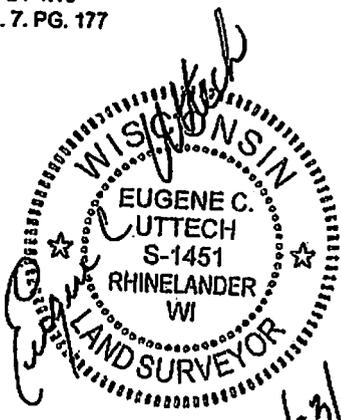
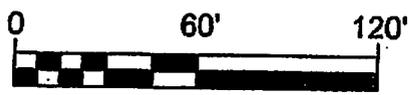
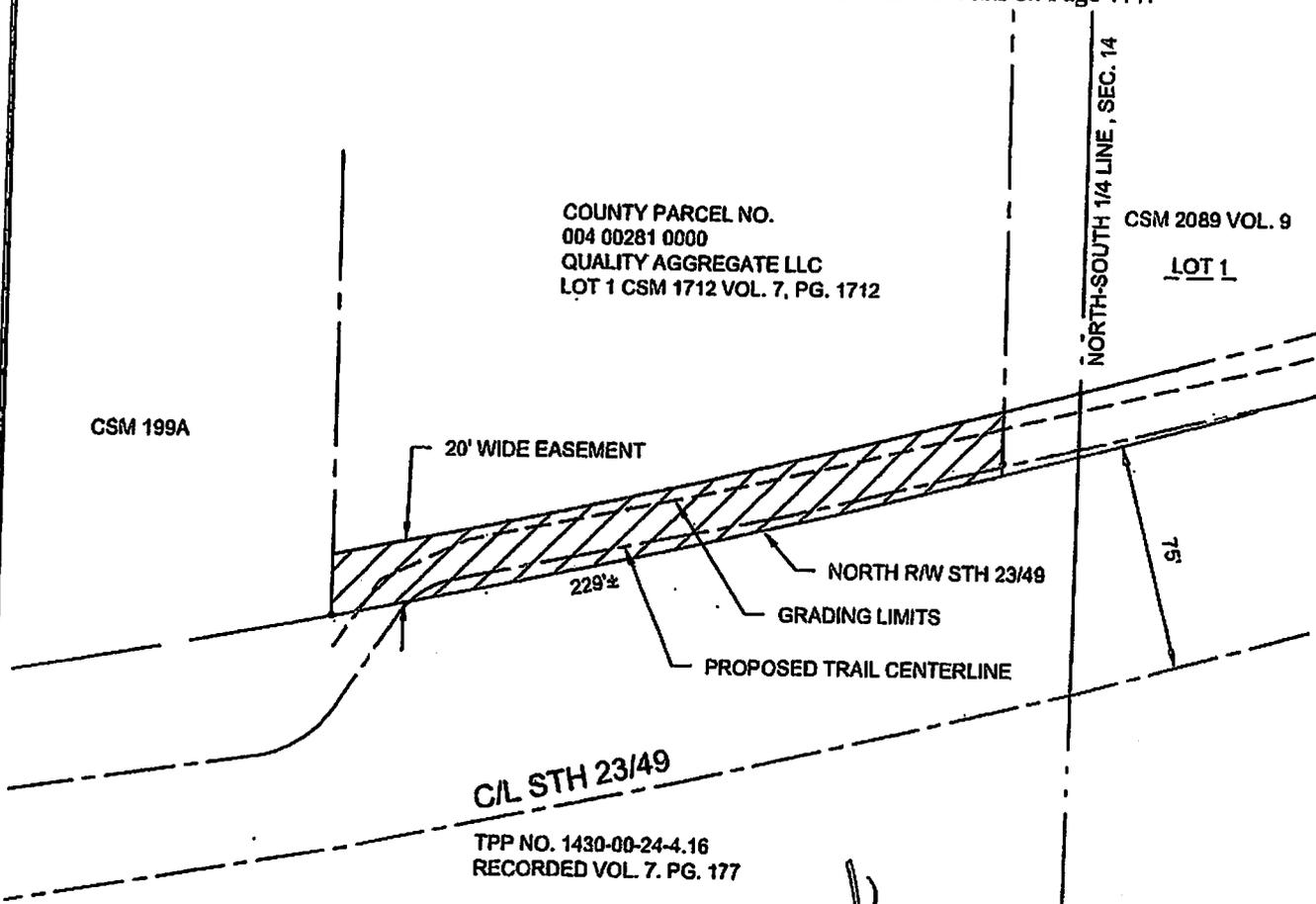
EASEMENT FOR THE BENEFIT OF WDNR MULTI-USE TRAIL

A 20' wide easement for WDNR Multi-Use Trail located over part of Lot 1 of Survey Map No. 1712, as recorded in Volume 7 of Certified Surveys on page 1712 in the Register of Deeds and being located in the NE. 1/4 of the SW. 1/4 of Section 14, T.16 N., R.13 E., Town of Brooklyn, Green Lake County, Wisconsin.

Said easement being more particularly described as follows:

The South 20 feet of said Lot 1, as measured normal to and parallel with, said South line of said Lot 1.

The South line of said easement being the North right-of-way line of S.T.H. 23 and 49 as reference on Transportation Project Plat No. 1430-00-24-4.16 and recorded in Volume 7 of Plats on Page 177.





* 4 0 1 1 9 3 9 *

401193

RECORDED ON:

02/11/2019 12:00PM

REC FEE: \$30.00

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #:

Easement for Multi-use
Path

Document Number

Document Title

Recording Area

Name and Return Address

Green Lake Greenways
PO Box 321
Green Lake WI 54941

Parcel Identification Number (PIN)

drafted by Richard Slate

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Easement for Multi-Use Path

THIS EASEMENT FOR MULTI-USE PATH is made as of November 17, 2017 by Sunday Properties LLC. (“Grantor”), and the County of Green Lake, State of Wisconsin (“the County”).

RECITALS

- A. The Grantor owns real property located in Green Lake County, Wisconsin, more particularly described on the attached Exhibit A (“Property”).
- B. A portion of the Property is legally described on the attached Exhibit B (“Easement”), which is the location and area of the Easement created by this document.
- C. The parties intend that the County (and its contractors, assigns and agents) will be able to install and maintain a Multi-Use Path and that the public will be able to use the Easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, “Multi-Use Path”).
- D. The Grantor desires to grant to the County a permanent and perpetual Easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit B, upon the terms and conditions of this document.

TERMS AND CONDITIONS

- 1. Grant of Easement. The Grantor hereby grants, warrants and conveys to the County a permanent and perpetual non-exclusive Easement and right-of-way (“Easement”) over, under, upon, through and across the area described on Exhibit B as attached hereto for the uses described in Section 2, below.
- 2. Use of Easement. The Easement may be used by the County and members of the public for walking, pedestrian use, bicycles, runners and similar uses (*ie.*, the Multi-Use Path). The County may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

The Grantors and County agree jointly to prohibit the use of motorized vehicles within the Easement area, EXCEPT as necessary for a medical emergency, construction, maintenance, motorized wheelchairs and-when State or local regulations permit-electric bicycles.

3. Improvement of the Easement. The County may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing, replacing and improving the Multi-Use Path (as well as related appurtenances). The Multi-Use Path may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the County may install and maintain any appropriate signage and appurtenances to the Multi-Use Path within the Easement.

4. Construction, Maintenance and Repair.
 - a. Any construction, maintenance or replacement of the Multi-Use Path (and appurtenances) shall be performed by the County so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement but by the Grantor and without cost to Grantor;

 - b. Upon completion of any construction, maintenance, installation, replacement or repair, the County will restore the area outside of the Multi-Use Path (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

 - c. Except as provided herein, there shall be no disturbance of the surface of the easement area, including but not limited to filling, excavation, removal of top soil, sand, gravel, rocks or minerals, or change of the topography of the Easement area in any manner. Further, there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or any other unsightly materials within the Easement area.

5. Reservation of Rights. The Grantor retains all other property rights in the area comprising of the Easement, including, but not limited to, the right to utilize the Property to construct thereon a driveway across the Multi-Use Path within the Easement if approved by the County, in writing, which approval shall not be unreasonably withheld.

The Grantor agrees not to construct or install any buildings, fences or other surface or sub-surface structures within the area comprising the Easement. Furthermore, Grantor shall not do or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the County's or public's use of the Easement as authorized by this document.

6. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the County and Public's use of the Easement. However, such right is expressly subject to prior written approval by the County as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.
7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include a Temporary Easement and/or rights are conveyed to the County so that the County shall have the right to enter upon sufficient land owned by the Grantor adjacent to the Easement temporarily, in order to do any construction, maintenance, installation, grading, replacement or repair within the Easement.

Upon completion of any such work within the Easement, the County will restore the area located on the Property outside of the Easement that was disturbed by the County to the same condition that it was prior to such work without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding.
9. Runs With The Land. This document and the rights and obligations set forth herein shall be appurtenant to the area comprising the Easement and shall permanently run with the land and shall be binding upon and inure to the benefit of the Grantor and the County and the parties' successors in title, assigns, transferees, and creditors. This Easement shall survive (and still be binding after any) transfer or sale of the Property.

10. Miscellaneous.

- a. If any material provision, clause or part of this document or application of the same is held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law.
- b. This document constitutes the entire agreement among the parties regarding the Easement created hereunder.
- c. This document shall be governed by and construed according to the laws of the State of Wisconsin.

CERTIFICATE OF AUTHORITY

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN LAKE)

RE: Sunday Properties LLC
[Company Name Here]

THE UNDERSIGNED, being first duly sworn on oath, deposes and says:

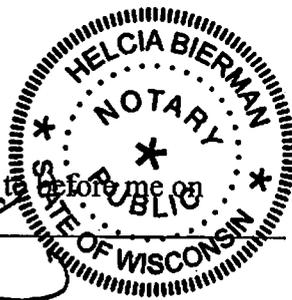
1. I (print name) Joyce E. SONTAG am the duly elected Managing Member and Agent of the above named Company.
2. The Company is in full force and effect and is in good standing with the State of Wisconsin.
3. As the Managing Member/Agent, I am authorized to transact business on behalf of the above named company and that this authority includes but is not limited to: acquiring, selling, assigning, conveying, pledging, encumbering, leasing, borrowing, managing, and dealing with real and personal property interests.
4. The Federal Identification Number to conduct business for the above named Limited Liability Company is:

I certify and declare under penalty of perjury under the laws of the State of Wisconsin that the foregoing information is true and correct to the best of my knowledge and belief.

Dated: 5/15/18

AUTHORIZED SIGNATURE

Joyce E. Sontag
Managing Member/Agent



Subscribed and sworn to before me on 5-15-2018
(Date)
[Signature]
(Signature)

Notary Public: HELCIA BIEMAN
(Print Name)

State of Wisconsin
My Commission expires: 1-11-2022

This instrument drafted by:

SLATE LAW OFFICES
33 N. Bridge Street
PO Box 400
Markesan, WI 53946
(920) 398-2371

**State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED**

Document Number

Document Name

THIS DEED, made between SUNDAY PROPERTIES, LLC
 _____ ("Grantor," whether one or more),
 and GREEN LAKE COUNTY
 _____ ("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 Green Lake County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Attached Addendum.

Recording Area

Name and Return Address

SLATE LAW OFFICES
 PO Box 400
 Markesan WI 53946

Part of 004-00289-0000
 Parcel Identification Number (PIN)

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

Preparer hereby certifies that this instrument was prepared based upon information supplied by the parties hereto. Preparer does not guarantee either marketability of title or accuracy of description since examination of title of property was not performed.

Dated _____, 2018 .

Sunday Properties, LLC

 (SEAL) _____ (SEAL)
 * _____ * by JOYCE E. SONNTAG, Managing Member

 (SEAL) _____ (SEAL)
 * _____ *

AUTHENTICATION

Signature(s) _____

 authenticated on _____

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

THIS INSTRUMENT DRAFTED BY:
SLATE LAW OFFICES – William R. Slate, Atty at Law
PO Box 400, Markesan WI 53946 (920) 398-2371

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

Personally came before me on _____,
 the above-named JOYCE E. SONNTAG

 to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

* _____
 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

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

* Type name below signatures.

GRANTOR: SUNDAY PROPERTIES, LLC

GRANTEE: GREEN LAKE COUNTY

Parcel Identification Number: Part of 004-00289-0000

Property Description:

A 20 foot wide easement for WDNR Multi-Use Trail located over part of Lot 1 of Survey Map No. 2089, as recorded in Volume 9 of Certified Surveys on page 2089 in the Register of Deeds and being located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 14, Township 16 North, Range 13 East Town of Brooklyn, Green Lake County, Wisconsin.

Said easement being more particularly described as follows:

The South 20 feet of said Lot 1, as measured normal to and parallel with, said South line of said Lot 1.

The South line of said easement being the North right-of-way line of S.T.H. 23 and 49 as reference on Transportation Project Plat No. 1400-00-24-4.16, recorded in Volume 7 of Plats on Page 177 and Transportation Project Plan No. 1430-00-24-4.17, recorded in Volume 7 of Plats on Page 179.

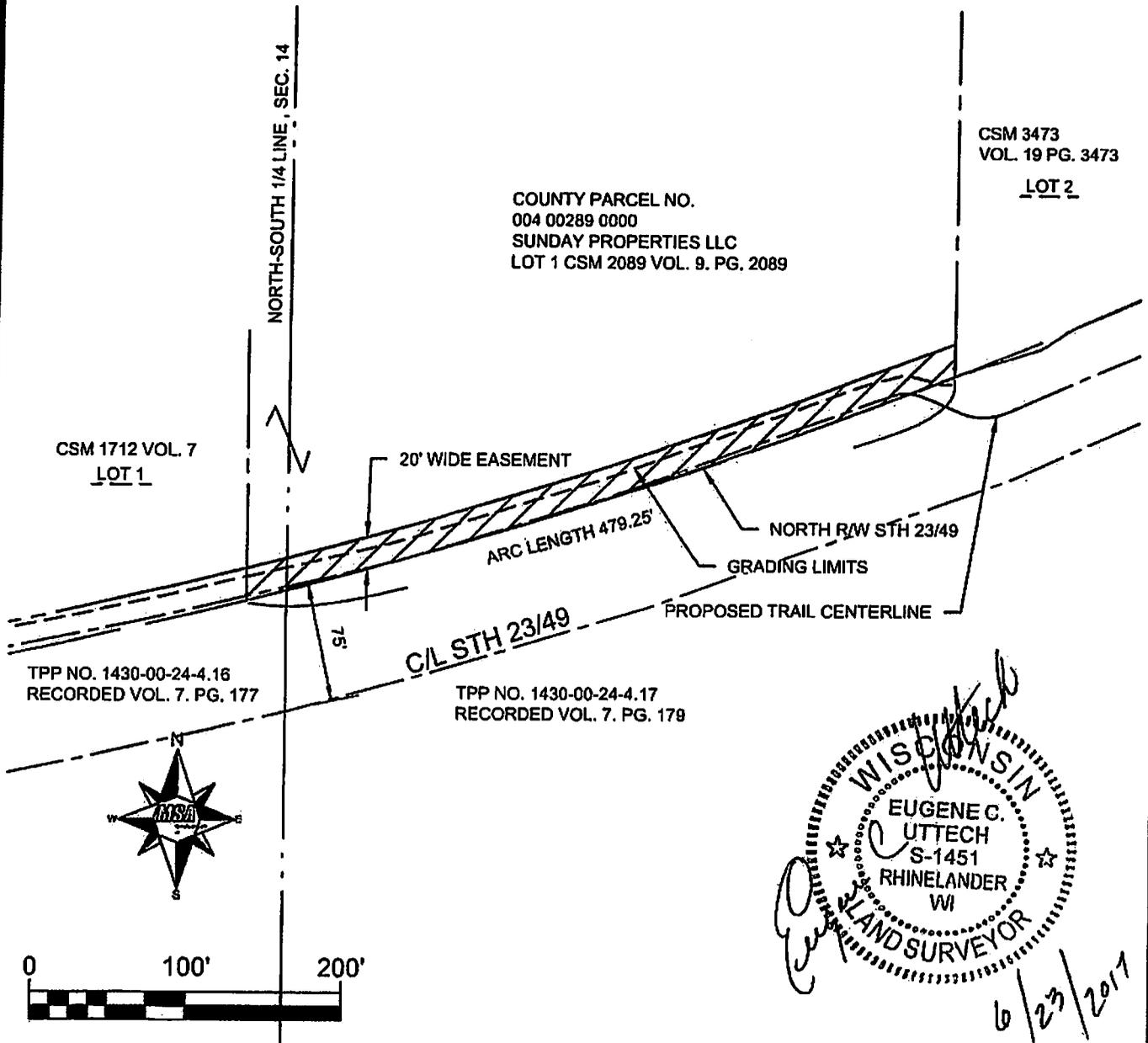
EASEMENT FOR THE BENEFIT OF WDNR MULTI-USE TRAIL

A 20' wide easement for WDNR Multi-Use Trail located over part of Lot 1 of Survey Map No. 2089, as recorded in Volume 9 of Certified Surveys on page 2089 in the Register of Deeds and being located in the NE. 1/4 of the SW. 1/4 and in the NW. 1/4 of the SE. 1/4 of Section 14, T.16 N., R.13 E., Town of Brooklyn, Green Lake County, Wisconsin.

Said easement being more particularly described as follows:

The South 20 feet of said Lot 1, as measured normal to and parallel with, said South line of said Lot 1.

The South line of said easement being the North right-of-way line of S.T.H. 23 and 49 as reference on Transportation Project Plat No. 1430-00-24-4.16, recorded in Volume 7 of Plats on Page 177 and Transportation Project Plat No. 1430-00-24-4.17, recorded in Volume 7 of Plats on Page 179.



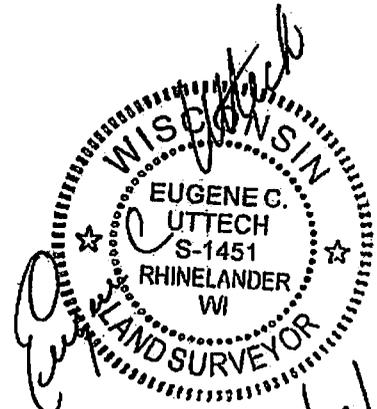
COUNTY PARCEL NO.
004 00289 0000
SUNDAY PROPERTIES LLC
LOT 1 CSM 2089 VOL. 9. PG. 2089

CSM 3473
VOL. 19 PG. 3473
LOT 2

CSM 1712 VOL. 7
LOT 1

TPP NO. 1430-00-24-4.16
RECORDED VOL. 7. PG. 177

TPP NO. 1430-00-24-4.17
RECORDED VOL. 7. PG. 179



ARCHITECTURE | ENGINEERING | ENVIRONMENTAL
FUNDING | PLANNING | SURVEYING
1835 North Stevens St Rhineland, WI 54501
(715) 362-3244 (800) 844-7854
www.msa-gs.com

SUNDAY PROPERTIES LLC

EASEMENT MAP

PLS NO
221010
SHEET
1 OF 1

COPY

Easement of Multi-Use Path

document Number

Document Title

The purpose of this document is to transfer a permanent and perpetual non-exclusive easement and right-of-way of Thomas R. Willett and Jane A. Willett Parcel Number 004-00307-0100 to Green Lake County for use as described in the attached Easement for a Multi-Use Path.



* 4 0 4 1 8 0 9 *

404180

RECORDED ON:
11/20/2019 02:00PM

REC FEE: \$30.00

SARAH GUENTHER
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #:

Recording Area

Name and Return Address

SLATE LAW OFFICES
33 North Bridge Street
PO Box 400
Markesan, WI 53946

004-00307-0100

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT.
DO NOT REMOVE.

THIS INSTRUMENT DRAFTED BY:

SLATE LAW OFFICES – William R. Slate, Atty. at Law
P.O. Box 400, Markesan WI 53946 (920) 398-2371

9

Easement for Multi-Use Path

THIS EASEMENT FOR MULTI-USE PATH is made as of October 7, 2019 by Jane A. Willett and Thomas R. Willett (“Grantor”), and the County of Green Lake, State of Wisconsin (“the County”).

RECITALS

- A. The Grantor owns real property located in Green Lake County, Wisconsin, more particularly described on the attached Exhibit A (“Property”).
- B. A portion of the Property is legally described on the attached Exhibit B (“Easement”), which is the location and area of the Easement created by this document.
- C. The parties intend that the County (and its contractors, assigns and agents) will be able to install and maintain a Multi-Use Path and that the public will be able to use the Easement described below for walking, pedestrian use, bicycles, runners and similar uses (collectively, “Multi-Use Path”).
- D. The Grantor desires to grant to the County a permanent and perpetual Easement for the uses and purposes described below, on, across, over and through the property and area described in Exhibit B, upon the terms and conditions of this document.

TERMS AND CONDITIONS

1. Grant of Easement. The Grantor hereby grants, warrants and conveys to the County a permanent and perpetual non-exclusive Easement and right-of-way (“Easement”) over, under, upon, through and across the area described on Exhibit B as attached hereto for the uses described in Section 2, below.
2. Use of Easement. The Easement may be used by the County and members of the public for walking, pedestrian use, bicycles, runners and similar uses (*ie.*, the Multi-Use Path). The County may also use the Easement for the installation, maintenance, repair and use of underground utility lines and also drainage and water runoff structures, facilities and culverts.

The Grantors and County agree jointly to prohibit the use of motorized vehicles within the Easement area, EXCEPT as necessary for a medical emergency, construction, maintenance, motorized wheelchairs and-when State or local regulations permit-electric bicycles.

3. Improvement of the Easement. The County may fully improve the Easement by installing, constructing, operating, using, inspecting, maintaining, repairing, replacing and improving the Multi-Use Path (as well as related appurtenances). The Multi-Use Path may be made of cement, asphalt, gravel, wood chips and/or other material. Furthermore, the County may install and maintain any appropriate signage and appurtenances to the Multi-Use Path within the Easement.

4. Construction, Maintenance and Repair.

a. Any construction, maintenance or replacement of the Multi-Use Path (and appurtenances) shall be performed by the County so as not to unreasonably interfere with the use of the portion of the Property not occupied by the Easement but by the Grantor and without cost to Grantor;

b. Upon completion of any construction, maintenance, installation, replacement or repair, the County will restore the area outside of the Multi-Use Path (or appurtenances) but within the Easement to the same condition as it was prior to such construction, maintenance, installation, replacement or repair, and without cost to the Grantor.

c. Except as provided herein, there shall be no disturbance of the surface of the easement area, including but not limited to filling, excavation, removal of top soil, sand, gravel, rocks or minerals, or change of the topography of the Easement area in any manner. Further, there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or any other unsightly materials within the Easement area.

5. Reservation of Rights. The Grantor retains all other property rights in the area comprising of the Easement, including, but not limited to, the right to utilize the Property to construct thereon a driveway across the Multi-Use Path within the Easement if approved by the County, in writing, which approval shall not be unreasonably withheld.

The Grantor agrees not to construct or install any buildings, fences or other surface or sub-surface structures within the area comprising the Easement. Furthermore, Grantor shall not do or install anything within, on, under or over the area comprising the Easement that would unreasonably or otherwise interfere with the County's or public's use of the Easement as authorized by this document.

6. Non-exclusive Easement. The Grantor reserves the right to grant to others additional easement rights in the area comprising the Easement for the installation and maintenance of gas, electric power, telephone structures and lines that will not interfere with the County and Public's use of the Easement. However, such right is expressly subject to prior written approval by the County as to the location and size of such additional proposed easement and utilities, which approval shall not be unreasonably withheld.
7. Right of Adjacent Access; Temporary Construction Easement. This document shall also include a Temporary Easement and/or rights are conveyed to the County so that the County shall have the right to enter upon sufficient land owned by the Grantor adjacent to the Easement temporarily, in order to do any construction, maintenance, installation, grading, replacement or repair within the Easement.

Upon completion of any such work within the Easement, the County will restore the area located on the Property outside of the Easement that was disturbed by the County to the same condition that it was prior to such work without cost to the Grantor.

8. Grantor's Warranty. The Grantor warrants, represents and agrees that Grantor has the right and authority to enter into this document and to make it fully binding.
9. Runs With The Land. This document and the rights and obligations set forth herein shall be appurtenant to the area comprising the Easement and shall permanently run with the land and shall be binding upon and inure to the benefit of the Grantor and the County and the parties' successors in title, assigns, transferees, and creditors. This Easement shall survive (and still be binding after any) transfer or sale of the Property.

10. Miscellaneous.

- a. If any material provision, clause or part of this document or application of the same is held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this document, and the same shall continue to be effective to the fullest extent permitted by law.
- b. This document constitutes the entire agreement among the parties regarding the Easement created hereunder.
- c. This document shall be governed by and construed according to the laws of the State of Wisconsin.

Exhibit A

Deed with description of Thomas R. Willett and Jane A. Willett Property

QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Thomas R. Willett ("Grantor," whether one or more), and Jane A. Willett and Thomas R. Willett, as tenants in common ("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 Green Lake County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): Lots One (1) and Two (2) of Certified Survey Map Number 1141 as recorded in Volume 4 of Certified Survey Maps of Green Lake County on pages 1141 and 1141A; being a part of the Northwest Quarter (NW1/4) and Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 15, Township 16 North, Range 13 East.

* 4 0 3 1 3 4 1 *

403134

RECORDED ON: 08/26/2019 11:30AM

REC FEE: \$30.00

SARAH GUENTHER REGISTER OF DEEDS GREEN LAKE, WI EXEMPT #: 8M

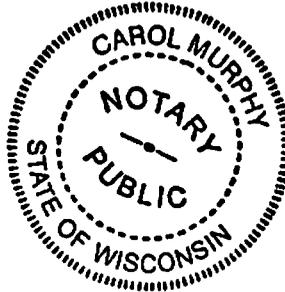
Recording Area

Name and Return Address Attorney Sarah H. DeKraay Murphy Desmond S.C. P.O. Box 2038 Madison, WI 53701-2038

004-00307-0100

Parcel Identification Number (PIN)

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



Dated 8-9-19

* Thomas R. Willett (SEAL) * (SEAL)

* (SEAL) * (SEAL)

AUTHENTICATION

Signature(s) authenticated on

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

THIS INSTRUMENT DRAFTED BY:

Attorney Sarah H. DeKraay Murphy Desmond, S.C.

ACKNOWLEDGMENT

STATE OF WISCONSIN) Green Lake COUNTY) ss.

Personally came before me on the above-named Thomas R. Willett

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Carol Murphy 8-9-19 Notary Public, State of Wisconsin My Commission (is permanent) (expires: 4-19-2020)

(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 STATE BAR OF WISCONSIN FORM No. 3-2003

*Type name below signatures.

Exhibit B

Legal description of location of Easement on owner's property.

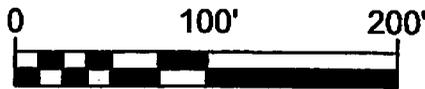
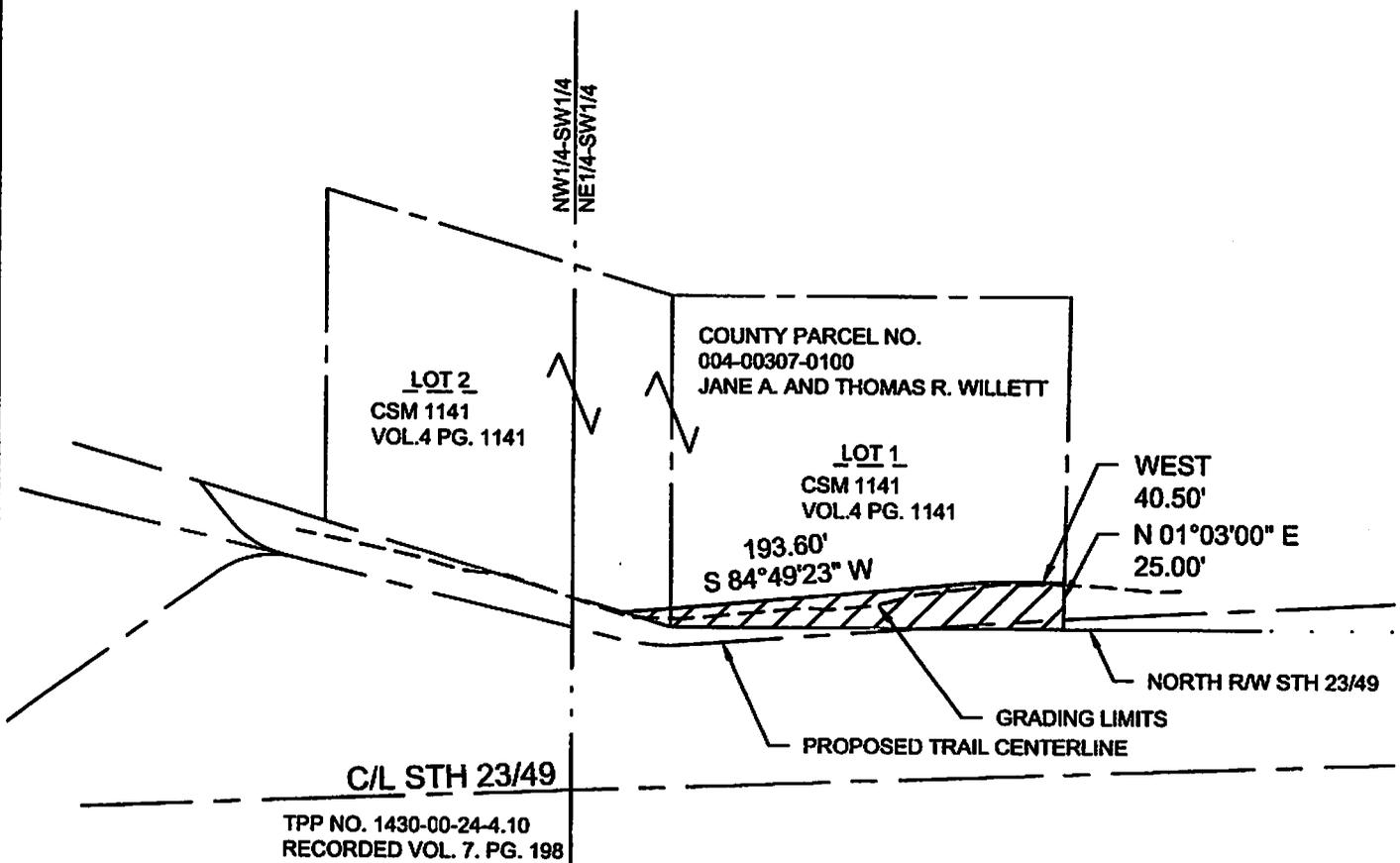
EASEMENT FOR THE BENEFIT OF MULTI-USE TRAIL

An easement for Multi-Use Trail located over part of Lots 1 and 2 of Certified Survey Map No. 1141, as recorded in Volume 4 of Certified Surveys on page 1141 in the Register of Deeds and being located in the NE.1/4 of the SW. 1/4 of Section 15, T.16 N., R.13 E., Town of Brooklyn, Green Lake County, Wisconsin. Said easement being more particularly described as follows:

Commencing at the Southeast corner of Lot 1 of Certified Survey Map No. 1141; Thence N.01°03'E., along the East line of said Lot 1 a distance of 25.00 feet to the POINT OF BEGINNING of the North line of the easement to be described.

Thence West, leaving said East line, and parallel with the south line of said Lot 1 a distance of 40.50 feet; Thence S.84°49'23"W., a distance of 193.60 feet to the South line of Lot 2 of Certified Survey Map No. 1141 and the POINT OF TERMINATION of the North line of the easement as described.

The South line of said easement being the North right-of-way line of S.T.H. 23 and 49 as referenced on Transportation Project Plat No. 1430-00-24-4.10 and recorded in Volume 7 of Plats on Page 198.





GREEN LAKE COUNTY
OFFICE OF CORPORATION COUNSEL

Dawn N. Klockow
Corporation Counsel

Office: 920-294-4067
FAX: 920-294-4069

MEMORANDUM

TO: The Honorable members of the Parks Commission
FROM: Dawn N. Klockow
DATE: December 4, 2019
RE: Cash deposits for citations, CR19-0978

Greetings,

As a result of consultation with a department head on the procedure to issue a citation for an ordinance violation for an ordinance under that department's supervision, I discovered that the County's ordinance adopting Wis. Stat. §66.0113 for issuing citations for County Ordinance violations is missing a provision required under the statute. Wis. Stat. s. 66.0113 (1)(c) requires that an ordinance "contain a schedule of cash deposits that are to be required for the various ordinance violations, plus costs, fees, and surcharges imposed under ch. 814, for which a citation may be issued. The ordinance shall also specify the court, clerk or court, or other official to whom cash deposits are to be made and shall require that receipts be given for cash deposits."

After reviewing the Ordinances under your supervision, I have found that a cash deposit has not been listed for the following ordinances:

Ordinance Section	Forfeiture	Cash Deposit
Parks and Recreation §187-9.A.	§§187-8 and 187-8.1 First offense, not less than \$5 nor more than \$250 Second and subsequent offense, not less than \$50 nor more than \$500	
Prohibited Acts, overnight camping and sleeping in cars §187-2	Not less than \$100 nor more than \$250	

I respectfully request that the Parks Commission set the cash deposit amount for each of the forfeitures listed in paragraphs 1-2, which I will integrate into an ordinance amendment for the Administrative Committee's consideration, since there are nine committees that will be involved in this process. A cash deposit is typically somewhere between the minimum and maximum forfeiture amount. It is an option for the person to pay the cash deposit in lieu of appearing in court to contest the citation.

I have attached the court forfeiture table to this memorandum for your reference. All forfeitures include costs, which are found on the circuit court forfeiture table.

Table 1: Filing fees - cost to file civil actions and other fees of the clerk of circuit court

Table 2: Civil forfeiture table - fees and surcharges for non-criminal offenses in circuit court

Table 3: Criminal fine table - fees and surcharges for criminal offenses in circuit court

Table 4: Surcharge table - description of court fees and surcharges, when they apply, and where the funds go

How to read tables 2 and 3

The left-hand column shows the amount of the base forfeiture or fine to be imposed. The total column shows the base amount plus the surcharges that apply in every case. The remaining columns show the effect of certain additional surcharges.

In table 2, a forfeiture of \$5 results in a total of \$143.80. If the offense is also subject to the natural resources surcharge, the final total of \$147.55 shows in the appropriate column. In Milwaukee, another \$3.50 is added for the Milwaukee special prosecution clerks surcharge.

In table 3, a fine of \$10 results in a total of \$465.60 for a misdemeanor and \$540.60 for a felony. If the offense is also subject to certain additional surcharges, the amount to be added is shown in the right-hand columns.

Notes to the tables

1. The summaries and tables are intended as guidance and do not replace the statutes as the source of authority. Court costs and fees are set out primarily in ch. 814 of the Wisconsin Statutes. The surcharges are listed in 814.75.
2. When a fine or forfeiture is suspended in whole or in part, the following surcharges are reduced proportionately: commercial fish protection, consumer protection, environmental, fishing net removal, fishing shelter removal, jail, natural resources, natural resources restitution, penalty, railroad crossing improvement, snowmobile registration restitution, supplemental food enforcement, truck driver education, uninsured employer, weapons, wild animal protection, wildlife violator compact.
3. The following surcharges are imposed for each count: clerk fees, crime lab and drug law enforcement, crime prevention funding board, domestic abuse program improvement, GPS tracking, jail, supplemental food enforcement, truck driver education, victim-witness, wild animal protection.
4. If restitution is ordered under 973.20, the court shall order payment of a 10% surcharge on the amount of restitution, 973.06(1)(g), and a 5% surcharge on the total amount of restitution, costs, attorney fees, fines and surcharges, including the 10% surcharge, 973.20(11)(a).
5. Certain offenses are subject to fewer costs:
 - For safety belt violations, smoking violations, and disability ID card violations, the clerk's fee is not imposed. The only surcharge is truck driver education surcharge if applicable.
 - For non-moving traffic violations, the clerk's fee is imposed. The only surcharges are court support services and justice information.
 - For failure to carry proof of insurance under 344.62(2), no clerk's fee or surcharges are imposed.
 - For smoking offenses, the only surcharges are justice information and court support services.
6. Electronically filed cases are subject to a fee of \$20 per case per party. See page 3.

WISCONSIN CIRCUIT COURT FEE, FORFEITURE, FINE AND SURCHARGE TABLES

Effective March 4, 2019

TOTAL WITH APPLICABLE SURCHARGE AMOUNTS															
	Clerk's Fee	Penalty Surcharge	Jail Surch	Crime Lab & Drug	Court Support	Justice Info*		Driver Imp, Safe Ride	Domestic Abuse	Victim-Witness if amended**	Natural Resources, Unins. Empl, Weapons	Environmental Surcharge			
FORF	\$25	26%	\$10/1%	\$13	\$68	\$21.50	TOTAL	+ \$485	+ \$100	MIS + 67	FEL + 92	75% Forf.	TOTAL	20% Forf.	TOTAL
0	25	0.00	0	0	68	\$21.50	114.50		214.50	181.50	206.50	0	114.50	0	114.50
5	25	1.30	10	13	68	21.50	143.80		243.80	210.80	235.80	3.75	147.55	1.00	144.80
10	25	2.60	10	13	68	21.50	150.10		250.10	217.10	242.10	7.50	157.60	2.00	152.10
15	25	3.90	10	13	68	21.50	156.40		256.40	223.40	248.40	11.25	167.65	3.00	159.40
20	25	5.20	10	13	68	21.50	162.70		262.70	229.70	254.70	15.00	177.70	4.00	166.70
25	25	6.50	10	13	68	21.50	169.00		269.00	236.00	261.00	18.75	187.75	5.00	174.00
30	25	7.80	10	13	68	21.50	175.30		275.30	242.30	267.30	22.50	197.80	6.00	181.30
35	25	9.10	10	13	68	21.50	181.60		281.60	248.60	273.60	26.25	207.85	7.00	188.60
40	25	10.40	10	13	68	21.50	187.90		287.90	254.90	279.90	30.00	217.90	8.00	195.90
45	25	11.70	10	13	68	21.50	194.20		294.20	261.20	286.20	33.75	227.95	9.00	203.20
50	25	13.00	10	13	68	21.50	200.50		300.50	267.50	292.50	37.50	238.00	10.00	210.50
55	25	14.30	10	13	68	21.50	206.80		306.80	273.80	298.80	41.25	248.05	11.00	217.80
60	25	15.60	10	13	68	21.50	213.10		313.10	280.10	305.10	45.00	258.10	12.00	225.10
65	25	16.90	10	13	68	21.50	219.40		319.40	286.40	311.40	48.75	268.15	13.00	232.40
70	25	18.20	10	13	68	21.50	225.70		325.70	292.70	317.70	52.50	278.20	14.00	239.70
75	25	19.50	10	13	68	21.50	232.00		332.00	299.00	324.00	56.25	288.25	15.00	247.00
80	25	20.80	10	13	68	21.50	238.30		338.30	305.30	330.30	60.00	298.30	16.00	254.30
85	25	22.10	10	13	68	21.50	244.60		344.60	311.60	336.60	63.75	308.35	17.00	261.60
90	25	23.40	10	13	68	21.50	250.90		350.90	317.90	342.90	67.50	318.40	18.00	268.90
95	25	24.70	10	13	68	21.50	257.20		357.20	324.20	349.20	71.25	328.45	19.00	276.20
100	25	26.00	10	13	68	21.50	263.50		363.50	330.50	355.50	75.00	338.50	20.00	283.50
125	25	32.50	10	13	68	21.50	295.00		395.00	362.00	387.00	93.75	388.75	25.00	320.00
150	25	39.00	10	13	68	21.50	326.50	811.50	426.50	393.50	418.50	112.50	439.00	30.00	356.50
175	25	45.50	10	13	68	21.50	358.00	843.00	458.00	425.00	450.00	131.25	489.25	35.00	393.00
200	25	52.00	10	13	68	21.50	389.50	874.50	489.50	456.50	481.50	150.00	539.50	40.00	429.50
225	25	58.50	10	13	68	21.50	421.00	906.00	521.00	488.00	513.00	168.75	589.75	45.00	466.00

*Milwaukee County only - collect \$25.00

**Victim-Witness Surcharge applicable if the original criminal complaint charged a crime that was later amended to a forfeiture

WISCONSIN CIRCUIT COURT FEE, FORFEITURE, FINE AND SURCHARGE TABLES

Effective March 4, 2019

								TOTAL WITH APPLICABLE SURCHARGE AMOUNTS							
	Clerk's Fee	Penalty Surcharge	Jail Surch	Crime Lab & Drug	Court Support	Justice Info*		Driver Imp, Safe Ride	Domestic Abuse	Victim-Witness if amended**		Natural Resources, Unins. Empl, Weapons		Environmental Surcharge	
FORF	\$25	26%	\$10/1%	\$13	\$68	\$21.50	TOTAL	+ \$485	+ \$100	MIS	FEL	75% Forf.	TOTAL	20% Forf.	TOTAL
250	25	65.00	10	13	68	21.50	452.50	937.50	552.50	519.50	544.50	187.50	640.00	50.00	502.50
275	25	71.50	10	13	68	21.50	484.00	969.00	584.00	551.00	576.00	206.25	690.25	55.00	539.00
300	25	78.00	10	13	68	21.50	515.50	1000.50	615.50	582.50	607.50	225.00	740.50	60.00	575.50
350	25	91.00	10	13	68	21.50	578.50	1063.50	678.50	645.50	670.50	262.50	841.00	70.00	648.50
400	25	104.00	10	13	68	21.50	641.50	1126.50	741.50	708.50	733.50	300.00	941.50	80.00	721.50
450	25	117.00	10	13	68	21.50	704.50	1189.50	804.50	771.50	796.50	337.50	1042.00	90.00	794.50
500	25	130.00	10	13	68	21.50	767.50	1252.50	867.50	834.50	859.50	375.00	1142.50	100.00	867.50
550	25	143.00	10	13	68	21.50	830.50	1315.50	930.50	897.50	922.50	412.50	1243.00	110.00	940.50
600	25	156.00	10	13	68	21.50	893.50	1378.50	993.50	960.50	985.50	450.00	1343.50	120.00	1013.50
650	25	169.00	10	13	68	21.50	956.50	1441.50	1056.50	1023.50	1048.50	487.50	1444.00	130.00	1086.50
700	25	182.00	10	13	68	21.50	1019.50	1504.50	1119.50	1086.50	1111.50	525.00	1544.50	140.00	1159.50
750	25	195.00	10	13	68	21.50	1082.50	1567.50	1182.50	1149.50	1174.50	562.50	1645.00	150.00	1232.50
800	25	208.00	10	13	68	21.50	1145.50	1630.50	1245.50	1212.50	1237.50	600.00	1745.50	160.00	1305.50
850	25	221.00	10	13	68	21.50	1208.50	1693.50	1308.50	1275.50	1300.50	637.50	1846.00	170.00	1378.50
900	25	234.00	10	13	68	21.50	1271.50	1756.50	1371.50	1338.50	1363.50	675.00	1946.50	180.00	1451.50
1000	25	260.00	10	13	68	21.50	1397.50	1882.50	1497.50	1464.50	1489.50	750.00	2147.50	200.00	1597.50
1100	25	286.00	11	13	68	21.50	1524.50	2009.50	1624.50	1591.50	1616.50	825.00	2349.50	220.00	1744.50
1200	25	312.00	12	13	68	21.50	1651.50	2136.50	1751.50	1718.50	1743.50	900.00	2551.50	240.00	1891.50
1300	25	338.00	13	13	68	21.50	1778.50	2263.50	1878.50	1845.50	1870.50	975.00	2753.50	260.00	2038.50
1400	25	364.00	14	13	68	21.50	1905.50	2390.50	2005.50	1972.50	1997.50	1050.00	2955.50	280.00	2185.50
1500	25	390.00	15	13	68	21.50	2032.50	2517.50	2132.50	2099.50	2124.50	1125.00	3157.50	300.00	2332.50
1600	25	416.00	16	13	68	21.50	2159.50	2644.50	2259.50	2226.50	2251.50	1200.00	3359.50	320.00	2479.50
1700	25	442.00	17	13	68	21.50	2286.50	2771.50	2386.50	2353.50	2378.50	1275.00	3561.50	340.00	2626.50
1800	25	468.00	18	13	68	21.50	2413.50	2898.50	2513.50	2480.50	2505.50	1350.00	3763.50	360.00	2773.50
1900	25	494.00	19	13	68	21.50	2540.50	3025.50	2640.50	2607.50	2632.50	1425.00	3965.50	380.00	2920.50
2000	25	520.00	20	13	68	21.50	2667.50	3152.50	2767.50	2734.50	2759.50	1500.00	4167.50	400.00	3067.50

*Milwaukee County only - collect \$25.00

**Victim-Witness Surcharge applicable if the original criminal complaint charged a crime that was later amended to a forfeiture

ORDINANCE NO. -2019

Amending Chapter 187 Parks and Recreation, Article III. Park Rules and Regulations

The County Board of Supervisors of Green Lake County, Green Lake Wisconsin, duly assembled at its regular meeting begun on the th day of 2019, does ordain as follows:

- 1 **WHEREAS**, currently Section K. of Ordinance §187-8 does not allow for “carnivals or
- 2 other money-making enterprises” in County parks; and

- 3 **WHEREAS**, there have been non-profit entities that have requested permission to hold
- 4 fund raising activities while sponsoring or holding activities within County parks.

Roll Call on Ordinance No. -2019

Submitted by Parks Commission:

Ayes , Nays , Absent , Abstain

Passed and Enacted/Rejected this DATE
day of MONTH, 2019.

William Boutwell, Chair

Jerry Specht, Vice-chair

County Board Chairman

Vicki Bernhagen

ATTEST: County Clerk
Approve as to Form:

Todd Morris

Corporation Counsel

Vonn Roberts

Michael Shattuck

Curt Talma

6 **WHEREAS**, the Parks Commission and the Property and Insurance Committee have
7 reviewed the ordinance and desire an amendment to the ordinance which would allow
8 non-profit entities to fundraise in county parks.

9 **WHEREAS**, after review and study, there is no mechanism for individuals or organizations
10 to reserve park facilities, shelters or areas of County Parks, and an application system
11 should be implemented to provide equal treatment for those individuals and organizations
12 which desire to reserve park facilities, shelters or areas of County Parks for exclusive use.

13 **NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY**
14 **OF GREEN LAKE DOES ORDAIN AS FOLLOWS:**

15 Section 1. Green Lake County Ordinance, Section. 187-8 K. is amended as follows:

16 ~~K. No carnivals or other money-making enterprises shall be permitted on any park or~~
17 ~~recreational area grounds except for the sale of merchandise by the concessionaire at~~
18 ~~Margaret Dodge Memorial Park. Disc golf will be allowed at Zobel Memorial Park, and~~
19 ~~fund raising will be allowed to support the disc golf course.~~

20 Section 2. Green Lake County Ordinance, Section 187-8.2 is created:

21 187-8.2 Reservation of Park Space or Recreation Facilities

22 A. Policy on Reservation. The County-owned parks, park facilities and shelter areas
23 are primarily for the non-exclusive use of the residents and visitors to the County.
24 However, under proper circumstances, the exclusive use of the parks, park facilities
25 and shelter areas or parts thereof may be permitted. This Ordinance is intended to
26 regulate exclusive use of the County's parks, park facilities and shelter areas or
27 parts thereof, excluding camping areas, in the County so that the general welfare of
28 the County is protected.

29 B. Reservation of Park and Recreational Facility Space. A person, group, firm,
30 organization, partnership or corporation may reserve the use of a park, recreation
31 facility or park shelter by written application filed with the County Clerk for a permit
32 for exclusive use of the same. The County Clerk shall forward the application to the
33 Maintenance Supervisor to review the application. The Maintenance Supervisor
34 shall have authority to issue a permit for the exclusive use of a recreation facility or
35 park shelter. The Parks Commission shall have the authority to issue permits for
36 the exclusive use of an entire County Park. Park and Recreational facilities are
37 reserved on a first-requested, first-reserved basis.

38 C. Application. Applications shall be submitted to the County Clerk at least 30 days
39 prior to the date on which the use is requested. Applicants should be mindful that
40 the Parks Commission does not meet monthly and may need to submit an
41 application for exclusive use of an entire park more than 30 days in advance. The
42 application shall contain the following information:

- 43 1. The name, address and telephone number of the applicant.
- 44 2. If exclusive uses is proposed for a group, firm, organization, partnership or
- 45 corporation, the name, address and telephone number of the headquarters of
- 46 the same and the responsible and authorized officers of the same.
- 47 3. The name, address and telephone number of the person who will be the
- 48 responsible party during the event.
- 49 4. The park or recreational facility being requested for exclusive use
- 50 5. The date when the exclusive use is requested and the hour of the proposed
- 51 exclusive use date.
- 52 6. The anticipated number of person to use the park, area or facility. If more than
- 53 1000 persons are expected to attend, a separate permit under Ordinance Ch.
- 54 109 is required.

55 D. Fees and charges.

- 56 1. Deposit. The applicant must deposit \$300.00. If there is no damage and trash
- 57 is picked-up and properly disposed, the deposit will be returned. If there is
- 58 damage or trash left behind, the deposit will be forfeited and applied to the
- 59 costs. Checks will not be negotiated unless the deposit is forfeited.
- 60 2. Applicant is responsible for the pick-up and removal of trash. Applicant is
- 61 responsible for any damage to park equipment. Any damage to park equipment
- 62 during Applicant's event will be deducted from the deposit. If trash is not
- 63 picked-up and removed, the cost of pick-up and removal will be deducted from
- 64 the deposit. If the deposit does not cover damage or trash removal or both (if
- 65 applicable) the County may submit the matter to the Corporation Counsel to
- 66 recover the damage and costs remaining.

67 E. Action on application. The Maintenance Supervisor shall act promptly on all

68 applications for permits. The Parks Commission shall consider applications at its

69 next regularly scheduled or special meeting (if required).

70 F. Reasons for Denial. Applicants may be denied for any of the following reasons:

- 71 1. The proposed use would violate federal, state or local ordinance.
- 72 2. If the application is missing any information required.
- 73 3. The application is made less than the required 30 days in advance of the
- 74 requested exclusive use.
- 75 4. If the exclusive use of the park or park facility for the requested date and time
- 76 would seriously affect the anticipated nonexclusive use by others of the park or
- 77 park facility, e.g. holidays.
- 78 5. If a permit is required for a large assembly and is not applied for and granted.

79 G. Indemnification/Insurance.

- 80 1. The applicant must provide proof of insurance for a minimum of \$250,000

81 naming the County as an additional insured.
82 2. If the applicant does not have a minimum insurance policy for \$250,000, the
83 applicant, if a non-profit entity, may apply to the County's insurance carrier for
84 "Tenant-User Liability Program", and if approved shall pay the insurance
85 premium and be responsible for paying any deductible under the "Tenant-User
86 Liability Program".

87 H. A permit is not required for a county sponsored activity.

88 I. Sale of Alcohol beverages. Is permitted only if a permit is obtained from the
89 municipality in which the park is located, and is subject to all federal laws, state
90 statutes and local ordinances regulating the same. The municipal permit must be
91 submitted with the application required by paragraph C. above.

92 Section 3. Green Lake County Ordinance, Section 187-8-3 is created:

93 187-8.3 Fundraising in County Parks

94 A. Definitions

95 "Fundraise/fundraising" means to collect money or engage in the organized activity
96 of raising funds for a non-profit or by selling merchandise or accepting donations.

97 "Non-profit" means any organization recognized by the Internal Revenue Service as
98 a tax exempt organization under Section 501 (a) and (c) of the Internal Revenue
99 Code, or a group organized for purposes other than generating profit and in which
100 no part of the organization's income is distributed to its members, directors, or
101 officers.

102 "Merchandise" means goods to be sold, including but not limited to food and
103 beverages.

104 B. Sale of merchandise/fundraising

105 1. Sale of merchandise is only allowed for the following:

106 a. The concessionaire at Margaret Dodge Memorial Park.

107 2. Fundraising is only allowed for the following:

108 a. Non-profit entities may fundraise provided they comply with §187-8.2.

109 b. Support of the disc golf course at Zobel Memorial Park.

110 Section 4. This ordinance shall become effective upon passage and publication.

111 Section 5. The repeal and recreation of any section herein shall not have any effect on
112 existing litigation and shall not operate as an abatement of any action or proceeding then
113 pending or by virtue of the repealed sections.

114 Section 6. All ordinances and parts of ordinances in conflict herewith are hereby
115 repealed.

February 03, 2020
Parks & Recreation Committee
Parks & Recreation Department
Quarterly Report

Zobel Memorial Park

Brushing/trimming continues as weather and access permits
Scheduled Maintenance performed
General Maintenance performed

Sunset Park

New launch site ramp barricades ordered and recieved
Scheduled Maintenance performed
General Maintenance performed

Twin Lake Park

New launch site ramp barricades ordered and recieved
Scheduled Maintenance performed
General Maintenance performed

Spring Valley Park

Scheduled Maintenance performed
General Maintenance performed

Dodge Memorial Park

Privy ordered from Huffcutt final cost break down as follows:
\$34,900.00 Mallard Vault model building
\$3,000.00 Freight
\$6,500.00 Crane
Total: \$44,400.00 - \$600.00 less than approved
The tentative delivery and set time is 1st or 2nd. week in June 2020.
Scheduled Maintenance performed
General Maintenance performed

Lake Maria Park

Razing of condemned privy still scheduled for 2nd week in February 2020

Scheduled Maintenance performed
General Maintenance performed

Spring Lake Park (Kingston)

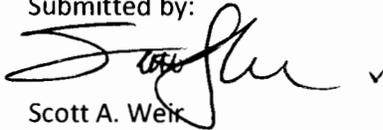
Scheduled Maintenance performed
General Maintenance

Mascountin Valley State Trail

Scheduled Maintenance performed
General Maintenance performed

General
Received trailer from Eldorado Trail Sales
Maintenance continues on seasonal equipment

Submitted by:

A handwritten signature in black ink, appearing to read "S. Weir", with a checkmark at the end of the signature.

Scott A. Weir
Maintenance Director/Parks & Recreation Director
Green Lake County