

**Interim Trail Use /Rail Banking Agreement  
By and Among  
The Wisconsin Department of Transportation  
and  
The South Central Wisconsin Rail Transit Commission  
and  
The City of Madison**

This AGREEMENT entered into by and between the Wisconsin Department of Transportation (the “State”), the South Central Wisconsin Rail Transit Commission (the “SCWRTC”) and the City of Madison (the “City”), is effective as of the date of last signature below (the “Effective Date”).

WHEREAS, the State has received all of the right, title and interest in certain railroad property, as indicated by Attachment A to this Agreement, extending between a point at the Wisconsin state line at milepost 16.68 and milepost 60.63 in Madison, Wisconsin, a distance of approximately 44 miles (the “Corridor”); and,

WHEREAS, the SCWRTC has an interest in the Corridor by virtue of certain agreements between the SCWRTC and the State dated December 29, 1980, as indicated by Attachment B to this Agreement, and further owns the improvements to and over the Corridor; and,

WHEREAS, the SCWRTC and the State have banked the Corridor, as indicated by Attachment C to this Agreement, until such time as the Corridor can and may be restored and reconstructed for railroad purposes and placed into railroad operations; and,

WHEREAS, on April 1, 2000, the State, the SCWRTC and the City (individually a “Party” and collectively the “Parties”) entered into an Interim Trail Use/Rail Banking Agreement (the “Original Agreement”) for the City’s use of a portion of the Corridor, specifically the land between milepost 56.41 and 60.63 (the “Property”) which is more particularly described within Attachment D and depicted in Attachment E to this Agreement; and,

WHEREAS, under the terms of the Original Agreement, the State and the SCWRTC allowed the City to use the Property, on an interim basis, for the purpose of establishing a recreational trail, including bicycle and pedestrian uses and the establishment of certain vending sites (the “Southwest Path”); and,

WHEREAS, under the terms of the Original Agreement, the initial construction of the Southwest Path and appurtenances thereto (the “Path”) was financed and completed by the City in 2000 and has been maintained by the City under the terms of the Original Agreement since that time. As developed, the Path includes a paved pathway, an area approximately four (4) feet on each side of the paved path, connector paths to the Path, lighting for the Path plus drainage pipes and structures constructed for the Path and is an important and vital link in the City’s transportation network; and,

WHEREAS, the Original Agreement expired in 2020 but the Parties entered into a Memorandum of Understanding (“MOU”) on March 6<sup>th</sup>, 2020 to extend the terms of the Original Agreement for an additional two years through March 31, 2022 to allow the Parties time to negotiate a replacement to the Original Agreement; and,

WHEREAS, the City desires to renew use of the Property for the purpose of temporarily establishing a recreational trail, including bicycle and pedestrian uses and the establishment of certain vending sites, to be used in the interim before the restoration and reconstruction of the rail line; and,

WHEREAS, the SCWRTC and the State have agreed to permit the continued temporary use of the Property by the City until such time as the State and the SCWRTC, or its successor in interest, are able to commence restoration and reconstruction of the Property for railroad purposes, subject at all times to the right of the State and the SCWRTC, or its successor in interest, to reenter the Property and take possession of any part thereof for the restoration and reconstruction purposes aforesaid; and,

WHEREAS, Wis. Stat. § 66.0301 authorizes municipalities, including the City and the State, to contract with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

NOW, THEREFORE, the State, the SCWRTC and the City, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, agree to enter into this Agreement pursuant to the statutory authorities of Wis. Stats. §§ 66.0301 and 85.09 for the purposes stated herein, as follows:

1. Purpose. The purpose of this Agreement is to replace the Original Agreement and the MOU to serve as the mechanism for the State and the SCWRTC to permit the City to occupy and control the Property, including the improvement, use and maintenance therein, of the Southwest Path.
2. Term of Agreement; Renewals. This Agreement shall run for twenty (20) years from the Effective Date (the "Term"). This Agreement shall automatically be renewed under the same terms and conditions for additional one-year terms at the end of the Term, unless any Party gives written notice to the contrary to the other Parties at least 90 days prior to expiration.
3. Right of Repossession. Notwithstanding anything contained in this Agreement to the contrary, the State and/or the SCWRTC may terminate this Agreement and retake possession of the Property at such time that either determines that it needs to retake possession of any or all of said Property for the purpose of reactivating the railroad corridor for rail transportation service. Prior to exercising this right of repossession, the SCWRTC and/or the State shall provide the City with no less than one (1) year written notice of its intent to terminate this Agreement and retake possession of the Property. Notwithstanding the aforementioned, the Property is potentially subject to repossession orders by the Surface Transportation Board ("STB") and the Parties acknowledge that any such order may supersede the terms and conditions within this section. WisDOT and the SCWRTC reserve the right to repossess the Property in the event the City fails to maintain the Property in accordance with the terms and conditions of this Agreement.
4. Interim Use Authorized. During the term of this Agreement, the State and the SCWRTC hereby deliver possession of the Property, as described in Attachment D and depicted in Attachment E, to the City on an interim basis to be occupied, managed, maintained and used as hereinafter set forth. As part of this interim use authorization, the City may continue to maintain the Path on, over and across such Property for recreational and transportation purposes, such as pedestrian, bicycle travel and the establishment of certain vending sites within the Regent Street, Monroe Street and S. Breese Terrace intersection with the Path under Madison General Ordinances Section 9.13, and shall have the use of, possession of and access to the Property for such purposes and those set forth in this Agreement or otherwise agreed to by the Parties.

5. City Responsibilities. The City agrees and assumes to fully manage and maintain the Property and improvements made therein, which shall include, without affecting the generality of this Agreement, the responsibilities set forth in this section.
  - a. Property Purposes. The Property shall be used by the City for public recreation and transportation purposes. The primary purpose of the City's use of the Property shall be for the bicycle and pedestrian Path, but additional public amenities may be installed or authorized by the City within the Property, including cross country skiing, off-road bicycle and pedestrian trails, seating areas, bicycle-sharing stations under a City-sponsored bicycle sharing program, wayfinding signs, bicycle maintenance stations, and water stations. Vending may be allowed in portions of the Property if otherwise allowed and permitted by City ordinance.
  - b. Prohibition of Motor Vehicles; Electric Bicycles. Use of this Path by motor vehicles, as that term is defined in Wis. Stat. § 340.01(35), except as needed for maintenance, rehabilitation or emergency rescue purposes, or as otherwise provided for under this Agreement, is prohibited, except for motorized wheelchairs. The City, at its discretion, may prohibit electric personal assistive mobility devices, as defined in Wis. Stat. § 340.01(15pm). Snowmobiles are allowed to cross or run adjacent to the Path unless local ordinance prohibits such use. The City shall inform the State of snowmobile trail locations adjacent to or crossing any Path before those trails are put in place. Electric bicycles, as that term is defined in Wis. Stat. § 340.01(15ph), are permitted on the Path, subject to applicable law and any restrictions specified by City ordinance adopted under the authority set forth in Wis. Stat. § 346.806(3)(a).
  - c. Overhead Structures. During the term of the Original Agreement, the City reconstructed the Spooner Street and Edgewood Avenue structures, which improvements reduced the overhead clearances in the rail corridor. Within two (2) years of the City's receipt of notification from the State and/or the SCWRTC of termination of this Agreement for the purposes provided for in Section 3 of this Agreement, the City shall remove or reconstruct both the Spooner Street and Edgewood Avenue structures, or make grade changes to the railroad bed if approved by the State, to provide the necessary legal clearances for train operations. All the work, including lowering of the structures, and future removal or reconstruction, will be at City expense unless other funding is made available by separate agreement.
  - d. Lighting. Lighting features, including any unground conduit and facilities needed to operate said lighting, are permissible within the Property in order to enhance and protect the safety of Path users. The City shall be responsible for the financing, operation, maintenance, rehabilitation, and replacement of any such lighting.
  - e. Signs. Signs shall be allowed within the Property, subject to State laws and City ordinances. The City shall be responsible for the installation and maintenance of any such signs. The City shall remove any signs that the State determines are unlawful.
  - f. Drainage. Unless otherwise agreed to in writing, the City shall be responsible for the maintenance, repair or replacement of all culverts and bridge structures within the Property so as to insure the unrestricted flow of applicable waters and the preservation of the necessary drainage systems that may be affected by the construction and operation of the Path and City improvements to the Property.
  - g. Maintenance and Improvements. The City shall maintain and make improvements to the Path and the Property at its own expense, unless otherwise expressly agreed to by the City

and the State and SCWRTC by separate agreement. Winter maintenance shall be at the discretion of the City.

- h. Property Encroachments. The Parties acknowledge that there are numerous private encroachments within the Property, some of which were allowed to remain on the Property when the Original Agreement was entered into and some of which have been added by adjoining property owners since 2000. The City enacted an ordinance, Madison General Ordinances Section 8.15(2) in 2000, to regulate the private use of the Property. A tentative inventory of encroachments from fall 2001 and November of 2020 is attached hereto as Attachment F.

As a condition of this Agreement, the City assumes responsibility for preserving public order upon the Property and for resolving matters concerning trespass upon and from the Property to adjacent private property. Depending on the character of the encroachment, the State may require adjoining property owners to obtain State permits or permission to allow for encroachments on the Property. The City agrees that, within 90 days of the Effective Date of this Agreement, it will make any amendments to its ordinances necessary under this subsection. Following adoption of an updated ordinance, the City will take meaningful steps to ensure that properties along the Path are in compliance with this subsection and the updated ordinance.

In addition to ensuring that anything that interferes with the operation or maintenance of the Path, or that presents a safety hazard to Path users, is removed, the City agrees to take the following approaches to resolving specific encroachments and agrees to work with the State and the SCWRTC on protecting the State's and the SCWRTC's property interests in the Property:

- (1) Play Structures and Equipment: Not allowed. To be removed.
- (2) Landscaping: Ornamental plantings, such as grasses, flowers, shrubs, and trees are allowed, except within 15 feet of the Path surface or within 16 feet above the Path surface. In addition, any tree that will be over 20 feet tall will require the approval of the City Forester. Mulch may be used as a landscaping feature.
- (3) Gardens: Vegetable gardens, including any associated protective fencing or cages, are authorized with State documentation and notification.
- (4) Fences: Permanent fencing is only allowed with a State issued permit. Temporary fencing not exceeding 30 inches tall that is used to delineate a garden and that does not run the full length of a property line is authorized without special approval, provided it is removed annually. Temporary construction fencing is allowed if it is needed to protect or secure a construction site.
- (5) Retaining Walls: Permissible without special approval if the wall is 24 inches or less and is not poured concrete or mortared stone/masonry. A wall higher than 24 inches may require State documentation and notification or a State permit depending on the circumstances. A retaining wall that includes poured concrete or mortared stone/masonry is only allowed with a State issued permit.
- (6) Stairs: Only allowed with a State issued permit.
- (7) Foot Paths: Unpaved foot paths connecting the adjoining property to the Path are allowed without special approval. Small stepping stones, installed at grade, may be used for this purpose.
- (8) Outbuildings: Outbuildings, including buildings or structures of any type, such as sheds, chicken coops, and garages, whether they include a foundation or not, are

only allowed with a State issued permit. No such outbuilding shall be used for human habitation.

- (9) Parking Areas: Parking areas are only allowed with a State issued permit.
  - (10) Hardscape: The use of wood, stone, concrete, masonry or other hard landscaped materials to construct patios, decks, fire pits, and paths are only allowed with a State issued permit.
  - (11) Storage of Personal Property: Not allowed.
  - (12) Unaddressed Items: The City agrees to work with the State in a timely manner to address any encroachments not covered by the foregoing.
- i. Removal of Improvements. In accordance with Section 3 of this Agreement, all City improvements within the Property shall be removed by the City, at its own expense, upon termination of this Agreement, and the Corridor shall be returned to the condition it was in prior to the development of the Path. The Corridor does not include rock, ballast, ties or rails. The City shall have one (1) year from the date of notice of termination of this Agreement to comply with this subsection. In the event the City does not comply with this subsection, WisDOT and the SCWRTC reserve the right to remove all City improvements within the Property and return the Corridor to the condition it was in prior to the development of the Path, all at the City's expense.
  - j. Enforcement. Promulgation and enforcement of noise, littering and loitering restrictions and the prohibition of motor vehicles on and along the Path shall be the sole responsibility of the City. The City may pass such ordinances and resolutions as it deems appropriate to govern these restrictions on the Path and may use such methods as it deems appropriate to assure compliance with said restrictions. Any other restrictions proposed by the City shall require written concurrence from the State and the SCWRTC.
6. Property Rights. This Agreement is not a lease and does not convey or transfer any ownership or rights of ownership in the Property from the State and the SCWTRC to the City. Rather, this instrument is a permit and the extent of the permit is to allow the interim use of the Property for certain activities as set forth herein. The State and the SCWRTC retain all rights of property ownership, and only the State and the SCWRTC can grant an invasion of said ownership rights. The State and SCWRTC retain full and final authority regarding the sale, disposal, or lease of the Property or any portions thereof. Furthermore, this Agreement is subject to existing leases and permits that have been granted by the State.
7. Utility Permit Authority and Procedures. The State retains the authority for the issuance of permits to allow a public or privately owned utility the right to construct, operate, and maintain a utility facility over, across, upon, and within the Property. If a permit is considered under this section, it shall be a condition of the permit that use of the Property needed for the Path shall not be meaningfully impaired, and the utility permittee shall be required to repair said Path and return it to its pre-existing condition, as soon as possible. Both the State and the City shall coordinate with each other on any permitting matter that may have an effect on the Path or the Property. The coordination, in the form of written correspondence, shall begin within five (5) business days after being contacted by an applicant regarding any proposed project that requires a permit under this section. Nothing in this section shall override either the State's or the City's authority to issue permits under their respective maintenance jurisdiction. The City shall not be responsible for the cost to remove or relocate any utility permitted by the State upon the restoration of rail service unless the utility is City owned and located within the Property.

8. Path Closure. The State retains the right to close all or any portion of the Path at any time if it needs the Property for current or future improvements or other operational needs, without compensating the City to relocate the Path should the City decide to do so.
9. Applicability. If any term, covenant, condition, or provision (or part thereof) of this Agreement, or the application thereof to any part or circumstance, shall at any time or to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision (or remainder thereof), to parties and circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
10. Changes. No term or provision of this Agreement, or any of its attachments, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all parties to this Agreement.
11. Liability. The City shall defend and hold harmless the State and/or SCWRTC and their agents, servants, and employees against all loss, damages, legal expenses and other claims which the State and/or SCWRTC may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property from activities conducted by the City as part of this Agreement and as to itself, any contractor, contractor's employees, subcontractors or agents. Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer's ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes §§ 893.80, 895.52 and 345.05. The City commits itself to assuming full responsibility for the management of the Property and all recreational operations thereon and for any legal liability arising out of any of its acts or omissions relating to its occupation, management, or recreational use of the Property, to the extent provided by law.
12. Non-Discrimination. The Parties agree to abide by their own respective non-discrimination policies and procedures during the Term of this Agreement. Further, the Parties agree that this Agreement does not subject any Party to the other's jurisdiction for the administration of such matters.
13. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the Parties. This Agreement specifically supersedes the Original Agreement and the MOU.
14. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the State, the SCWRTC, or the City shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the State, the SCWRTC or the City therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Nothing in this Agreement shall be deemed a waiver of the State's sovereign immunity.

15. Notices. Any notice required to be made in writing or any filing required to be made with any Party to this Agreement shall be sent to the following addresses:

**For the State:**

Chief  
WisDOT Railroads & Harbors Section  
4822 Madison Yards Way, 6<sup>th</sup> Floor South  
P.O. Box 7913  
Madison, WI 53707-7913

**For the City:**

City Clerk  
210 Martin Luther King Jr. Blvd.  
City-County Building, Room 103  
Madison, Wisconsin 53703

Office of the Mayor - City of Madison  
210 Martin Luther King Jr. Blvd.  
City-County Building, Room 403  
Madison, Wisconsin 53703

City Engineer  
210 Martin Luther King Jr. Blvd  
City-County Building, Room 115  
Madison, Wisconsin 53703

**For the SCWRTC:**

Attorney Eileen A. Brownlee  
Boardman & Clark LLP  
1038 Lincoln Avenue  
P.O. Box 87  
Fennimore, Wisconsin 53809

16. Third Party Rights. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of any of the Parties.
17. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the Parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
18. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by electronic scanned

copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date of last signature below.

**WISCONSIN DEPARTMENT OF TRANSPORTATION, STATE OF WISCONSIN:**

\_\_\_\_\_  
Lisa A. Stern, P.E.  
Chief of Railroads and Harbors  
Wisconsin Department of Transportation

\_\_\_\_\_  
Date

**SOUTH CENTRAL WISCONSIN RAIL TRANSIT COMMISSION:**

\_\_\_\_\_  
(Name)

(Title)

South Central Wisconsin Rail Transit Commission

\_\_\_\_\_  
Date

**FOR THE CITY OF MADISON**

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael R. Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-21-00 \_\_\_\_, ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 2021.

1699653

281313 THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL GULF RAILROAD

COMPANY, a Delaware Corporation, for and in consideration of the sum of

TEN AND NO/100 DOLLARS (\$10.00)-----

in hand paid, and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, State of Wisconsin, Department of Transportation

all its right, title, interest and claim in and to the following described lands and property situated in the County of Green and Dane and State of Wisconsin to-wit:

SALE OF MADISON DISTRICT (Wisconsin Portion)

All of Grantor's right of way of varying widths including any and all trackage, buildings, fences, culverts, bridges and trestles, as well as all other Railroad owned improvements and fixtures thereon, on, over and across Sections located in Green and Dane Counties, Wisconsin:

GREEN COUNTY, WISCONSIN  
TOWNSHIP 1 NORTH, RANGE 7 EAST

Sections 34, 27, 26, 23, 22, 15, 10 and 3;

TOWNSHIP 2 NORTH, RANGE 7 EAST

FEE  
# 27.25(2)  
EXEMPT

Sections 34, 35, 26, 23, 24, 13, 12 and 1; excepting, however, at Monroe, first (begin at the point where a line that lies parallel with and 125 feet normally distant southerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track intersects West line of 14th Avenue, and run westerly along said parallel line, 1595 feet, more or less, to the West line of the Southeast Quarter of the Northeast Quarter of said Section 34; thence North along the West line of said Quarter/Quarter, 90 feet, more or less, to a line that lies parallel with and 50 feet normally distant southerly from the centerline of said main track; thence easterly along the last said parallel line, 1180 feet; thence northerly at a right angle to the last described course, 25 feet, more or less, to a line that lies parallel and/or concentric with and 10 feet normally distant southerly from the centerline of Grantor's East Business Track; thence easterly along the last said parallel line, 420 feet, more or less, to said West line of 14th Avenue; thence South along the last said West line, 110 feet, more or less, to said point of beginning); second (from the Southeast corner of Lot 3 in the first addition to Mansion Estates subdivision, run S 73° 25' 08" W, 10.39 feet to the point of beginning; thence S 36° 09' 59" E, 95.07 feet, more or less, to a point 50 feet normally distant northerly from the centerline of said main track; thence westerly along said parallel line, 650 feet, more or less, to the East line of 14th Avenue; thence North along said East line, 330 feet, more or less, to a point 124.4 feet South from the North line of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 35; thence easterly in a straight line, 488 feet, more or less, to said point of beginning); third (begin at the Southeast corner of a parcel of land conveyed by the former Illinois Central Railroad Company to Leland L. Lamboley by deed dated June 27, 1951, and run easterly parallel with and 23.5 feet northerly from the centerline of said main track, 70 feet; thence northerly at a right angle to said parallel line, 21.5 feet; thence easterly parallel with and 45 feet normally distant northerly from the centerline of said main track, 190 feet; thence northerly at a right angle to the last said parallel line, 60 feet, more or less to Grantor's North property line; thence westerly along said North property line, 400 feet, more or less, to the Northeast corner of a parcel of land conveyed by Grantor to R. P. Regez and B. D. Regez by deed dated January 6, 1975; thence S 36° 09' 59" E along the East line of said Regez property, 20 feet, more or less, to the Northwest corner of said Lamboley property; thence easterly along the North line of said Lamboley property, 137.4 feet to

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the Northeast corner thereof; thence southerly along the East line of said Lamboley property, 86.5 feet to said point of beginning); fourth (from the point where a line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West line of 17th Avenue, run westerly along said parallel line, 375 feet to the point of beginning; thence northerly at a right angle to the last described course, 114.6 feet; thence westerly parallel with and 35.4 feet southerly from the centerline of said main track, 520 feet, more or less, to the East line of 14th Avenue; thence South along the last said East line, 135 feet, more or less, to said line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence easterly along the last said parallel line, 600 feet, more or less, to said point of beginning); and fifth (begin at the point where a line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track intersects the West line of 17th Avenue, and run North along an extension of said West line, 30 feet, more or less, to a corner of that property conveyed by Grantor to the Dorman Storage Corp., by deed dated February 14, 1980; thence westerly along a northerly line of said Dorman property, 104 feet, more or less, to a point 35.4 feet normally distant southerly from the centerline of said main track; thence easterly in a straight line, 130 feet, more or less, to the westerly most corner of a parcel of land conveyed by the former Illinois Central Railroad Company to the Cheese Producers Marketing Association Cooperative, Incorporated by deed dated April 4, 1945, said point being 22 feet normally distant southerly from the centerline of said main track; thence southerly along the West line of said Marketing Association property, 50 feet; thence easterly parallel with the centerline of said main track, 300 feet; thence northerly at a right angle to the last described course, 50 feet; thence easterly parallel with and 22 feet normally distant southerly from the centerline of said main track, 315 feet, more or less, to the East line of the Northwest Quarter of the Northwest Quarter of said Section 35; thence South along the last said East line, 130 feet, more or less, to a line that lies parallel with and 125 feet normally distant southerly from the centerline of said main track; thence westerly along the last said parallel line, 440 feet, more or less, to the South line of the North Half of the Northwest Quarter of the Northwest Quarter of said Section 35; thence East along the last said South line, 40 feet, more or less, to line that lies parallel with and 150 feet normally distant southerly from the centerline of said main track; thence westerly along the last said parallel line, 225 feet, more or less, to said point of beginning; also, excepting, near stearns), first (from the point where the centerline of the Illinois Central Gulf Railroad Company's Madison District main track intersects the North line of the Southeast Quarter of said Section 1, run southerly along the centerline of said main track, 290 feet; thence easterly at a right angle to the last described course, 50 feet to the point of beginning; thence southerly along a line that lies parallel with and 50 feet normally distant easterly from the centerline of said main track, 600 feet; thence easterly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant easterly from the centerline of said main track, 154.5 feet; thence easterly at a right angle to the last described course, 148.5 feet; thence northerly parallel with and 248.5 feet normally distant easterly from the centerline of said main track, 346.5 feet; thence westerly at a right angle to the last described course, 148.5 feet; thence northerly parallel with and 100 feet normally distant easterly from the centerline of said main track, 99 feet; thence westerly at a right angle to the last described course, 50 feet to said point of beginning); and second (beginning at a point 484 feet East and 462 feet South from the Northwest corner of the Southeast Quarter of said Section 1, and run East parallel with the North line of said Southeast Quarter, 246 feet; thence northerly parallel with the centerline of Grantor's Madison District main track, 175.5 feet; thence East parallel with the North line of said Southeast Quarter, 247.5 feet; thence northerly parallel with the centerline of said main track, 30 feet, more or less, to a point 100 feet normally distant westerly from the centerline of said main track and 290 feet southerly from the North line of said Southwest Quarter as measured along the centerline of said main track; thence easterly at a right angle to the last described course, 50 feet; thence southerly parallel with and 50 feet normally distant westerly from the centerline of said main track, 600 feet; thence westerly at a right angle to the last described course, 50 feet; thence northerly parallel with and 100 feet normally distant westerly from the centerline of said main track, 38 feet, more or less, to a property corner; thence West parallel with the North line of said Southeast Quarter of Section 1,

493.5 feet; thence northerly parallel with the centerline of said main track, 356 feet to said point of beginning;

TOWNSHIP 3 NORTH, RANGE 7 EAST

Section 36;

TOWNSHIP 3 NORTH, RANGE 8 EAST

Sections 31, 30, 19, 20, 17, 8 and 5; excepting, however, first (that part of the Northwest Quarter of the Southeast Quarter of Section 30 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Grantor's main track), and second (that part of the Northeast Quarter of the Northwest Quarter of Section 8 lying easterly from a line that lies parallel to and/or concentric with and 50 feet easterly from the centerline of said main track), and third at Monticello, (that parcel of land beginning at the intersection of the centerline of Railroad Avenue with a line that lies parallel to and 125 feet normally distant westerly from the centerline of Grantor's main track; thence northerly along said parallel line, 1295 feet, more or less, to the East-West centerline of Section 8; thence East along said East-West centerline, 75 feet, more or less, to a line that lies parallel to and 50 feet normally distant westerly from the centerline of said main track; thence southerly along the last said main track, 510 feet; thence southeasterly along a line making an angle of 135 degrees in the Northeast quadrant of its intersection with the last said parallel line, 14 feet, more or less, to a line that lies parallel to and 40 feet normally distant westerly from the centerline of said main track; thence southerly along the last said parallel line, 100 feet; thence westerly at a right angle to the last described course, 10 feet to said line that lies parallel to and 50 feet normally distant westerly from the centerline of said main track; thence southerly along the last said parallel line, 370 feet, more or less, to a line that lies parallel to and 10 feet normally distant westerly from the centerline of Grantor's House track, thence southerly along the last said parallel line, 300 feet, more or less, to said centerline of Railroad Avenue prolonged easterly; thence westerly along the last said centerline, 65 feet, more or less, to the point of beginning), and fourth at Monticello, (that 30 feet wide parcel of land, being 15 feet in width on each side of centerline of spur track, originally interchange track to former Chicago, Milwaukee, St. Paul and Pacific Railroad, lying westerly of the previously described parcel). Grantor grants unto Grantee, its successors and assigns, a trackage easement 20 feet in width over and across both parcels herein above described at Monticello, being 10 feet in width on each side of spur track, as presently located, with reasonable right of entry to use, operate over and replace or remove said track and appurtenances for so long as required and until abandoned and track removed. Grantor further grants unto Grantee, insofar as it lawfully may, trackage easement for existing trackage on, over and across that property previously conveyed by Grantor to W. R. Grace and Company by deed dated August 8, 1974, said easement having been specifically reserved by Grantor for itself, its successors and assigns.

TOWNSHIP 4 NORTH, RANGE 8 EAST

Sections 32, 29, 20, 21, 16, 9, 10 and 3; excepting, however, first (that part of Northwest Quarter of the Southwest Quarter of Section 29 lying westerly from a line that lies parallel to and/or concentric with and 50 feet westerly from the centerline of Grantor's main track), and second (that part of the Northeast Quarter of the Southeast Quarter of Section 20 lying northwesterly from a line that lies parallel to and/or concentric with and 50 feet northwesterly from the centerline of Grantor's main track).

DANE COUNTY, WISCONSIN

TOWNSHIP 5 NORTH, RANGE 8 EAST

Sections 34, 27, 22, 23, 14, 11, 2 and 1; excepting, however, at Belleville, first (all of Lot 4, and that portion of Lots 3 and 2 in Block 4 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track); second (all of Lots 4 and 7, and that portion of Lot 8 in Block 8 of the Town of Belleville lying easterly of and adjacent to a line

that lies parallel and/or concentric with and 10 feet easterly from the centerline of Grantor's Business Track); third (that portion of Lots 1, 2 and 5 in Block 9 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); fourth (that portion of the South 235 feet of that block bounded by Vine Street, Park Street, Main Street and Pearl Street, that lies easterly of and adjacent to a line that lies parallel with and 100 feet westerly from the centerline of Grantor's main track, and westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of said main track); fifth (all of Lot 8, and that portion of Lots 3, 4, 6 and 7 in Block 21 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); and seventh (all of Lots 2 and 3, and that portion of Lot 1 in Block 27 of the Town of Belleville lying westerly of and adjacent to a line that lies parallel with and 25 feet westerly from the centerline of Grantor's main track); and

TOWNSHIP 5 NORTH, RANGE 9 EAST

Section 6; and

TOWNSHIP 6 NORTH, RANGE 9 EAST

Sections 31, 30, 29, 20, 17, 8 and 5; and

TOWNSHIP 7 NORTH, RANGE 9 EAST

Sections 32, 29, 28, 21, 22 and 23; excepting, however, at Summit, first (a parcel of land 100 feet wide lying easterly of and adjacent to a line that lies parallel with and 50 feet easterly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track and extending northerly from the South line of the Southwest Quarter of said Section 32, approximately 1220 feet as measured along said parallel line, to the South line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et al., by deed dated September 27, 1971); and second (a parcel of land 125 feet wide lying easterly of and adjacent to a line that lies parallel with and 25 feet easterly from the centerline of Grantor's Madison District main track and extending southerly from the North line of the Southwest Quarter of said Section 32, approximately 580 feet as measured along said parallel line, to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to Elmer H. Brunsell, et. al., by deed dated September 27, 1971); also, excepting at Madison, first (a triangular parcel of land bounded on the North by a line that lies parallel with and 100 feet northerly from the centerline of the Illinois Central Gulf Railroad Company's Madison District main track, on the South by Regent (Washington) Street, and on the East by Monroe Street; second (from a point on the East line of Randall Avenue, 50 feet perpendicularly distant northerly from the centerline of said main track, run easterly parallel to the centerline of said main track, 80 feet to the point of beginning; thence southerly at a right angle to the last described course, 25 feet; thence easterly parallel with and 25 feet northerly from the centerline of said main track, 185 feet, more or less, to the South line of the North 143.1 feet of Block 13 in Brook's Addition to the City of Madison; thence West along said South line 90 feet, more or less, to a line parallel with and 50 feet perpendicularly distant northerly from the centerline of said main track; thence westerly along the last said parallel line, 100 feet, more or less, to said point of beginning); third (a parcel of land 15 feet wide lying northerly of and adjacent to a line that lies parallel with and 25 feet northerly from the centerline of said main track, and extending easterly from the West line of the East 105.8 feet of Block 13 in Brook's Addition to the City of Madison, approximately 105 feet as measured along said parallel line, to the West line of Orchard Street); fourth (all of Lots 10, 11, 12, 22, 23 and 24, and that portion of Lots 8, 9, 25, 26 and 27 in Block 13 in Brook's addition to the City of Madison lying southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly from the centerline of said main track); fifth (that portion of Lots 1, 2, 3, 4, 5, 6 and 7 in Block 14 of Brook's Addition to the City of Madison lying southerly of and adjacent to a line that lies parallel with and 25 feet normally distant southerly from the center-

line of said main track); sixth (that portion of Lot 28 in Block 14 of Brook's Addition to the City of Madison lying northerly of and adjacent to the North line of a parcel of land conveyed by the former Illinois Central Railroad Company to R. H. and E. H. Carpenter by deed dated July 31, 1945); seventh (all of Lots 14, 15 and 16, and that portion of Lots 9, 10, 11, 12 and 13 in Hopkins Subdivision of Outlot No. 2 of the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of Grantor's northerly most track); eighth (that portion of Lots 8 and 17 in Hoyts Subdivision of Outlot No. 3 of the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of said northerly most track); ninth (the South 13 feet 8 inches of the North 145.7 feet of the West 99 feet of Outlot No. 4 in the University Addition to the City of Madison); tenth (that portion of the South 104.3 feet of the North 250 feet of the West 175 feet of Outlot No. 4 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track); eleventh (that portion of the South 64.34 feet of the North 250 feet of the West 175 feet of the East 241 feet of original Outlot No. 4 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel with and 10 feet normally distant northerly from the centerline of said northerly most track); twelfth (all of Lot 13, and that portion of Lots 5, 6 and 14 in Lewis' Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying northerly of and adjacent to a line that lies parallel and/or concentric with and 10 feet normally distant northerly from the centerline of said northerly most track), and thirteenth (all of Lot 4, and that portion Lots 5 and 15 in Lewis' Subdivision of Outlot No. 5 in the University Addition to the City of Madison lying southerly of and adjacent to a line that lies parallel and/or concentric with and 25 feet normally distant southerly from the centerline of said main track).

Grantor reserves unto itself, its successors and assigns an easement over and across the property and trackage herein conveyed for the use and operation of its railroad over the track and any appurtenances thereto with all reasonable right of access across premises in order to repair or replace any of the aforesaid trackage until Grantor abandons its use of same consistent with all terms and conditions set forth in the order of the Interstate Commerce Commission under Docket No. AB-43 (Sub. No. 28) and ceases all operations, but in no event beyond February 2, 1981.

This conveyance is subject to the terms and conditions set forth in the Agreement between Grantor and the State of Wisconsin dated October 10, 1980, which such terms and conditions are incorporated herein by reference and shall run with the land conveyed.

As a part of the consideration above, Grantor agrees to assume and pay when due all 1980 and prior years taxes for the premises hereinabove sold and conveyed.

In Witness Whereof, ILLINOIS CENTRAL GULF RAILROAD COMPANY, the Grantor, has caused these presents to be signed by its Vice President, and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized, this 29TH day of DECEMBER, 1980.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]  
Vice President

ATTEST:

[Signature]  
Assistant Secretary

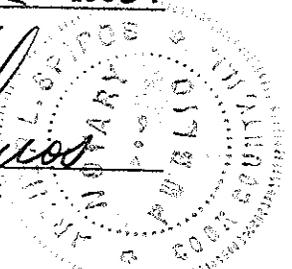
STATE OF WISCONSIN }  
Department of State } ss.  
Received this 3rd day of  
February A. D. 19 81 at 10  
o'clock a. M. and recorded in Vol.  
51 of Railroad Mortgages  
on page 302-306  
[Signature]  
Secretary of State

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify that R. A. Irvine, personally known to me to be the Vice President of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, and W. H. Sanders, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 29TH day of DECEMBER 1980.

[Signature]  
Notary Public



Office of Register of Deeds  
Dane County Wisconsin  
Recorded Mar 11 19 81  
At 150 o'clock pm  
Carol R. Mahnke, Register

My Commission Expires:

February 25th 1981

Description Approved:

Form Approved:

Attorney  
REGISTER OF DEEDS OFFICE } ss  
GREEN COUNTY, WISCONSIN }  
Received for record Mar 2nd day of March  
A.D. 1981 at 9:25 o'clock a. M., and recorded  
in volume 351 of [unclear] on page 250  
[Signature]  
Register of Deeds  
His Deputy [Signature]  
Mar 7 1981

THIS INSTRUMENT  
PREPARED BY

REAL ESTATE DEPT.  
ICGRR CO.  
233 N. MICHIGAN  
CHICAGO, ILLINOIS 60601

VOL 351 PAGE 255

281313

ATTACHMENT B

0490-40-11 (A)

LAND USE AGREEMENT

BY AND BETWEEN

SOUTH CENTRAL WISCONSIN RAIL TRANSIT COMMISSION

AND

WISCONSIN DEPARTMENT OF TRANSPORTATION

This agreement is made and entered into this 29 day of December, 1980, by and between the State of Wisconsin, Department of Transportation, (hereinafter referred to as WISDOT), and the South Central Wisconsin Rail Transit Commission, (hereinafter referred to as Commission);

W I T N E S S E T H :

WHEREAS, the Wisconsin legislature finds that rail service continuation has widespread public interest and support, and is significant towards the preservation of a sound economic base and in the maintenance of a balanced transportation system, and that private capital and local government financial capabilities are insufficient to prevent further erosion of rail service, and that a broad public benefit is derived by state acquisition of abandoned private railroad property for continued or future railroad purposes;

WHEREAS, WISDOT has the authority under Section 84.09, 85.08 and 85.09, Wis. Stats., to acquire, improve, preserve and

maintain land and interests necessary therein for transportation purposes such as restoration of railroad services;

WHEREAS, the Commission was created pursuant to s. 66.30, Wis. Stats., to establish, acquire, maintain and operate a local transportation system for the purposes of transporting freight;

WHEREAS, WISDOT has acquired for railroad purposes by quit claim deed dated \_\_\_\_\_ which will be recorded in appropriate offices in the Counties of Dane and Green, certain railroad property formerly owned by Illinois Central Gulf Railroad Company, now abandoned and as authorized by the Interstate Commerce Commission, docket no. AB-43 (Sub. 28) with authority for WISDOT to fill in the recording data as follows: Date of recording: \_\_\_\_\_ in Dane County and date of recording \_\_\_\_\_ in Green County;

WHEREAS, WISDOT has identified the land subject to this agreement as being all those lands acquired between Railroad Milepost 61.37 located near Francis Street in the City of Madison to the Wisconsin - Illinois State Line and as more fully described in the aforementioned deed;

WHEREAS, Commission desires to develop, maintain and operate railroad service on, over and across WISDOT property;

NOW, THEREFORE, WISDOT and Commission do hereby agree as follows:

1. Commission may establish, construct, develop, maintain and operate a railroad on, over and across these properties for rail-

road purposes, and should have use and access to the property, subject to the conditions contained herein or in other agreements between the parties hereto.

2. Commission shall assume full responsibility for preserving public order upon the property and for resolving matters concerning trespass upon and from this property to adjacent private lands. Commission may adopt and enforce any necessary rule in order to protect the property. Commission shall have the right to post signs and erect barricades necessary to delineate the property as railroad property and to prevent the entrance upon the property of unauthorized vehicles and individuals.

3. Commission shall assume such responsibility as may exist for providing fencing as may be required by applicable state law.

4. WISDOT shall pay for the cost of surveying and referencing the described property and shall assist Commission in establishing boundaries for fencing purposes.

5. Commission shall assume full responsibility for the eradication, control and removal of all noxious weeds as covered by applicable state law or local ordinance.

6. Commission shall assume full responsibility for the repair, maintenance, rehabilitation or replacement of all culverts, trestles and bridge structures, thereby insuring the unrestricted flow of applicable waters and the preservation of the necessary drainage systems.

7. Commission shall assume such responsibility as may exist for the maintenance of all state trunk highway, county highway and local highway crossings, including but not limited to surface, track and warning devices.

8. Commission may not sublet any of the above described property unless prior approval is provided by WISDOT to the Commission.

9. WISDOT shall retain full and final authority regarding sale or disposal of the described property.

10. Commission may according to applicable statutory provisions, abrogate any private crossing established by agreement which interferes substantially with the operative aspects of the railroad services, and shall seek concurrences from WISDOT for the permitting of any additional private crossings.

11. WISDOT shall retain complete authority for the issuance of permits allowing public and privately owned utilities the right to construct, place, and operate, repair and replace any power or communications line, gas or other pipeline, water mains and sewers over, across, upon and within the subject property.

12. WISDOT employees shall have the right to enter upon the property at any time for the purpose of making inspections or to discharge their official duties.

13. WISDOT shall retain authority for approving all applications for new public street crossings or other public use of the corridor and shall coordinate with Commission on matters pertaining to said application.

14. Commission agrees to save and hold WISDOT harmless from and against all liability, damage, loss, claims, demands and

actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or railroad operation of the Commission, or its agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with any accident or occurrence which happens or is alleged to have happened, in or about the place where such operation, act or omission is being performed or in the vicinity thereof (1) while Commission is performing its work, or (2) during the period this agreement between the Commission and WISDOT is in effect, or (3) while any of the Commission's property, equipment, or personnel, are in or about such place or the vicinity thereof by reason of or as a result of the performance of Commission's or its contracted operator's operations: including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to WISDOT, its employees, agents, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort, or other liability of WISDOT, Commission, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by WISDOT, its employees, agents, subcontractors or frequenters, Commission, its employees, agents, subcontractors or frequenters, or any other person. Without limiting the generality of the foregoing, the liability, damage loss, claims, demands and actions indemnified against shall include all liability,

damage, loss, claims, demands and actions for trademark, copyright or patent infringement, for unfair competition or infringement of any so-called "intangible" property right, for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatever.

The Commission shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions. The Commission or its operator shall secure, at its own cost and expense, comprehensive general liability insurance naming the Commission and WISDOT, including their officers, employees and agents as additional insureds. The comprehensive general liability insurance shall provide combined single limits of not less than \$2 million (\$5 million preferred). The railroad service operator shall cause to be furnished to WISDOT and the Commission a copy of the comprehensive general liability policy. Commission agrees to require the railroad service operator to maintain in force workers' compensation and employers' liability insurance applicable to the Federal Employers Liability Act and to furnish WISDOT with acceptable evidence (e.g., Certificate of Insurance) that such insurance remains in force. The workers' compensation and employers' liability insurance (together with any supplemental liability insurance) shall provide limits as respects employers' liability of not less than \$2

million. WISDOT shall have authority to reevaluate and require changes in insurance every two years. As an exception to the above, WISDOT agrees that the comprehensive general liability policy to be provided may contain a \$25,000 deductible or exclusion. On or before the date of transfer of possession hereunder, the Commission or its operator shall file the evidence of insurance directly with WISDOT. WISDOT shall supply Commission and operator a letter showing approval and acceptance or a letter specifying deficiencies. In the event of deficiencies, Commission and its operator shall proceed forthwith to correct the deficiencies. All notices by the insurer to the insured shall simultaneously be given to WISDOT and the Commission, at least 10 days prior to any cancellation of such policies and that unless such notice is given the purported cancellation will be ineffective. It is agreed that the Commission with the approval of WISDOT may provide the above coverage by contract.

15. Any administrative rule promulgated under Section 85.08 and 85.09, Wis. Stats., subsequent to the date of this agreement, which incorporates terms other than those herein contained, shall become effective immediately as a part of this agreement upon approval and appropriate publication.

16. If any term, covenant, condition or provision (or part thereof) of this agreement, or the application thereof to any part or circumstance, shall at, any time or to any extent,



officer of the Department of Transportation, by its authority.

John J. Buchner  
Notary Public, Dane County, Wisconsin  
My commission 6/17/84

IN WITNESS WHEREOF, the South Central Wisconsin Rail Transit Commission by its Board of Commissioners has caused this agreement to be signed at Madison, Wisconsin, by Roberta Leidner, its Chairman and Michael Nowakowski, its Secretary, this 29th day of December, 1980.

SOUTH CENTRAL WISCONSIN RAIL TRANSIT COMMISSION

BY: Roberta A. Leidner  
Roberta Leidner, Chairman

BY: Michael Nowakowski  
Michael Nowakowski, Secretary

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE     )

Personally came before me this 29 day of December, 1980, the above named Roberta Leidner and Michael Nowakowski to me known to be the Chairman and Secretary of the above named Transit Commission and acknowledged that they executed the foregoing instrument as such Chairman and such Secretary for the uses and purposes therein expressed pursuant to authorization and direction of the Board of Commissioners of said Transit Commission.

John J. Buchner  
Notary Public, State of Wisconsin  
My commission 6-17-84

# ATTACHMENT C

**Interim Trail Use/Rail Banking Agreement  
By and Among  
The Wisconsin Department of Transportation  
and  
South Central Wisconsin Rail Transit Commission  
and  
The Wisconsin Department of Natural Resources**

This agreement made and entered into as of this 1st day of April, 2000, by and among the Wisconsin Department of Transportation (WisDOT), the South Central Wisconsin Rail Transit Commission (SCWRTC) and the Wisconsin Department of Natural Resources (WDNR):

## WITNESSETH

**Whereas**, WisDOT has received all of the right, title and interest in certain railroad property extending between a point at Railroad Milepost 16.68 at the Wisconsin state line and Milepost 60.63 in Madison, Wisconsin, a distance of approximately 44 miles;

**Whereas**, SCWRTC has an interest in the property by virtue of an agreement between SCWRTC and WisDOT dated December 29, 1980, and further owns the improvements to and over such property;

**Whereas**, the SCWRTC and WisDOT have banked the corridor until such time as the corridor can be restored and reconstructed for railroad purposes and placed into railroad operations;

**Whereas**, WDNR desires to obtain use of the corridor for the purpose of temporarily establishing a recreational trail to be used in the interim before the restoration and reconstruction of the rail line;

**Whereas**, SCWRTC and WisDOT have agreed to permit WDNR the temporary use of said property until such time as WisDOT and SCWRTC, or its successor in interest, are able to commence restoration and reconstruction of the property for railroad purposes, subject at all times to the right of WisDOT and SCWRTC, or its successor in interest, to reenter said property and take possession of any part thereof for the restoration and reconstruction purposes aforesaid;

**Whereas**, WDNR has filed a Statement of Willingness to Assume Financial Responsibility for that portion of the corridor between Milepost 16.68 at the Wisconsin state line and Milepost 56.41 located approximately 370 feet south of Lovell Lane in Madison, Wisconsin, and which is more particularly described on the attached Exhibit A;

**Whereas**, WDNR is to provide the management and maintenance of said corridor, directly or indirectly, during the interim period of rail banking;

**Whereas**, this agreement has been negotiated by and among the parties hereto for the purpose of accomplishing the above purposes;

**Now, Therefore, WisDOT, SCWRTC and WDNR do hereby provide, agree and covenant as follows:**

1. SCWRTC and WisDOT hereby deliver possession of the property above described to WDNR on a temporary basis to be occupied, managed, maintained and used as hereinafter set forth.

2. WDNR may take possession of said property and may establish a trail on, over and across such property for recreational purposes and shall have use of, possession of and access to the property for such purposes, subject to the right of repossession of any and all of said property at any time in the future or on retaking or several retakings whenever SCWRTC and/or WisDOT determine that either of them needs repossession for the purpose of restoration and reconstruction on said property for rail purposes. SCWRTC and/or WisDOT shall notify WDNR no less than one year before exercising the right of repossession described in this paragraph.

3. During the period of this agreement, WDNR agrees and assumes responsibility (which it may assign by separate agreement) to fully manage and maintain the property and the recreational trail that WDNR has built which shall include without affecting the generality of this agreement the responsibilities set forth in the following paragraphs. In the event WDNR assigns its rights or obligations under this contract to third parties by separate agreement, copies of any such agreement shall be filed with SCWRTC, WisDOT and/or their designee, successors or assigns within ten (10) days of the execution of such agreement.

4. WDNR assumes full responsibility for preserving public order upon the property and for resolving matters concerning trespass upon and from this property to adjacent private property. WDNR may adopt and enforce any necessary rules in order to protect the property. WDNR shall have the right to post signs and erect barricades necessary to delineate the property as a recreational trail and to prevent entrance upon the property of unauthorized vehicles and individuals.

5. WDNR assumes such responsibility as may exist for providing fencing as may be required by Chapter 90, Wisconsin Statutes, local ordinance or contract.

6. WDNR assumes responsibility for the maintenance, repair or replacement of all culverts and bridge structures so as to insure the unrestricted flow of applicable waters and the preservation of the necessary drainage systems that may be affected by the construction and operation of a recreational trail by WDNR. SCWRTC shall be responsible for any drainage problems of which it has received notice prior to the date of this agreement.

7. WDNR assumes such responsibility as may exist for the maintenance of the corridor through all highways and streets, including but not limited to keeping brush removed at crossings for improved visibility and the placement of warning signs to notify the motorist of a trail crossing.

8. WDNR hereby restates and commits itself to assuming full responsibility for the management of the property and all recreation operations thereon and for any legal liability arising out of said transfer of use of the property to the extent provided by law.

9. WDNR agrees that it will make a good faith effort to coordinate its activities with recreational trail activities being implemented on the portion of the rail line lying south of the Wisconsin/Illinois border.

10. This agreement is not a lease and does not convey or transfer any ownership or rights of ownership. This instrument is a permit and the extent of the permit is to permit the use of the property temporarily for certain activities as set forth herein. All rights of property ownership are retained by WisDOT and SCWRTC and any invasion of said ownership rights can only be granted by WisDOT and SCWRTC. Several types of retention are detailed in the next three paragraphs.

11. SCWRTC and WisDOT retain full and final authority regarding sale, disposal or lease of the described property or any portions thereof. Further, this agreement is subject to existing leases and permits.

12. SCWRTC and WisDOT retain authority for the issuance of permits allowing a public or privately owned utility the right to construct, place and operate, repair and replace any power or communications line, gas or other pipeline, water mains and sewer lines over, across, upon and within the subject property. If a permit is granted under this paragraph, it shall be a condition of the permit that recreational trail use not be impaired unreasonably and that the recreational trail be repaired and returned to the condition specified in the trails construction specifications by the permittee.

13. SCWRTC and WisDOT retain complete authority as to approving applications for new public or private crossings of the property, including the setting of design and specification requirements, but will coordinate with WDNR on matters pertaining to said applications.

14. The parties agree that, as related to this agreement, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense to the extent provided by law.

15. The term of this agreement shall be twenty (20) years from the date of its execution or until terminated by SCWRTC, WisDOT or their designee, successors or assigns, upon its retaking for restoration and reconstruction for rail purposes. If at the end of the twenty (20) years SCWRTC, WisDOT, or their designee, successors or assigns has not retaken the property for rail purposes, the permit may be extended for up to another twenty (20) year term. If a permit extension is requested, WDNR shall, no later than one (1) year prior to the expiration date of this agreement, request such extension from SCWRTC, WisDOT or their designee, successors or assigns who shall, within ninety (90) days of the filing of the request, determine whether or not the extension shall be granted and advise WDNR in writing of such action. SCWRTC and WisDOT covenant and agree that if and when they or either of them retakes any portion of the property for rail restoration and reconstruction purposes, that they will give WDNR at least one year's written notice of the same to be serviced on the Secretary of the WDNR or the Secretary's designee. During the one year period, WDNR shall have the right to remove any property it has placed on the premises. SCWRTC and WisDOT further covenant and agree that if and when they retake any portion of the property for rail restoration and reconstruction purposes, that they will allow WDNR to relocate that portion of the trail that is displaced somewhere else on the rail corridor if it is reasonably safe to do so and such relocation does not interfere with normal railroad operations. In the event that SCWRTC and WisDOT retake the property or a portion of the property during the first 10 years of this agreement, and WDNR is required under the terms of any grant agreement to repay all or a portion of grant money it has received to implement this agreement, SCWRTC and WisDOT further covenant that they will reimburse WDNR for funds it is required to repay under the terms of such grant agreement due to the retaking of any portion of the property.



SOUTH CENTRAL WISCONSIN RAIL TRANSIT COMMISSION

By: Robert M. Hoesly  
Robert M. Hoesly, Chairman

Greg Engen, Sec  
Greg Engen, Secretary

STATE OF WISCONSIN )  
GREEN COUNTY ) ss  
)

Personally came before me this 10th day of April, 2000, the above named Robert M. Hoesly, Chairman, and Greg Engen, Secretary, to me known to be the persons and to me known to be such officers who executed the foregoing instrument and acknowledged the same.

Eileen A. Browlee  
Notary Public, State of Wisconsin  
My commission is permanent

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: Darrell Bazzell

STATE OF WISCONSIN )  
DANE COUNTY ) ss  
)

Personally came before me this 9th day of May, 2000, the above named Darrell Bazzell, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Richard E. Steffes  
Notary Public, State of Wisconsin Richard E. Steffes  
My commission expires February 15, 2004

EXHIBIT "A"

All that land as acquired by the Wisconsin Department of Transportation by deed dated December 29, 1980 as recorded by the Green County Register of Deeds on March 2, 1981 as Document 281313 in Vol. 351, Pages 250-255 and as recorded by the Dane County Register of Deeds on March 11, 1981 as Document 1699653 in Vol. 2633, Pages 3-8, described as follows:

A strip of land of varying widths, beginning at Milepost 16.68 on the Wisconsin/Illinois State Line, thence continuing northerly over and across the following Sections located in Green and Dane Counties, Wisconsin:

**Township 1 North, Range 7 East**

Sections 34, 27, 26, 23, 22, 15, 10 and 3;

**Township 2 North, Range 7 East**

Sections 34, 35, 26, 23, 24, 13, 12 and 1;

**Township 3 North, Range 7 East**

Section 36;

**Township 3 North, Range 8 East**

Sections 31, 30, 19, 20, 17, 8 and 5;

**Township 4 North, Range 8 East**

32, 29, 20, 21, 16, 9, 10 and 3;

**Township 5 North, Range 8 East**

Sections 34, 27, 22, 23, 14, 11, 2 and 1;

**Township 5 North, Range 9 East**

Section 6;

**Township 6 North, Range 9 East**

Sections 31, 30, 29, 20, 17, 8 and 5, to a point in the NW  $\frac{1}{4}$  of Section 5 at Milepost 56.41, approximately 370 feet southerly of the centerline of Lovell Lane.

**AMENDMENT ONE****To****Interim Trail Use/Rail Banking Agreement  
By and Among  
The Wisconsin Department of Transportation  
and  
South Central Wisconsin Rail Transit Commission  
and  
The Wisconsin Department of Natural Resources**

This Amendment One to the Interim Trail Use/Rail Banking Agreement (the "Agreement") dated April 1, 2000 is made and entered into effective March 4, 2004, by and among the Wisconsin Department of Transportation (WisDOT), the South Central Wisconsin Rail Transit Commission (SCWRTC) and the Wisconsin Department of Natural Resources (WDNR):

**WHEREAS**, WDNR has requested an amendment to the Interim Trail Use/Rail Banking Agreement extending the term of said Agreement; and

**WHEREAS**, it appears that the purpose for the request for the extension is to enable WDNR to obtain grant funding for improvements to the trail on the rail corridor which is the subject of said agreement;

**WHEREAS**, paragraph 18 of the Agreement allows for change or amendment to the Agreement;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Paragraph 15 is hereby amended to read as follows:

The term of this agreement shall be thirty-two (32) years from April 1, 2000, or until terminated by SCWRTC, WisDOT or their designees, successors or assigns, upon its retaking for restoration and reconstruction for rail purposes. If at the end of the thirty-two (32) years SCWRTC, WisDOT, or their designee, successors or assigns has not retaken the property for rail purposes, the permit may be extended for up to another thirty-two (32) year term. If a permit extension is requested, WDNR shall, no later than one (1) year prior to the expiration date of this agreement, request such extension from SCWRTC, WisDOT or their designee, successors or assigns who shall, within ninety (90) days of the filing of the request, determine whether or not the extension shall be granted and advise WDNR in writing of such action. SCWRTC and WisDOT covenant and agree that if and when they or either of them retakes any portion of the property for rail restoration and reconstruction purposes, that they will give WDNR at least one year's written notice of the same to be serviced on the Secretary of the WDNR or the Secretary's designee. During the one year period, WDNR shall have the right to remove any property it has placed on the premises.

SCWRTC and WisDOT further covenant and agree that if and when they retake any portion of the property for rail restoration and reconstruction purposes, that they will allow WDNR to relocate that portion of the trail that is displaced somewhere else on the rail corridor if it is reasonably safe to do so and such relocation does not interfere with normal railroad operations. In the event that SCWRTC and WisDOT retake the property or a portion of the property during the first 10 years of this agreement, and WDNR is required under the terms of any grant agreement to repay all or a portion of grant money it has received to implement this agreement, SCWRTC and WisDOT further covenant that they will reimburse WDNR for funds it is required to repay under the terms of such grant agreement due to the retaking of any portion of the property.

2. All other terms and conditions of the Agreement not specifically modified herein shall remain in full force and effect.

**In Witness Whereof**, the parties hereto have caused this Amendment One to be executed by their duly authorized officers as of the date and year first above written.

**WISCONSIN DEPARTMENT OF TRANSPORTATION**

By: Ronald E. Adams  
Ronald E. Adams, Director  
Bureau of Railroads and Harbors

STATE OF WISCONSIN    )  
  )ss  
DANE COUNTY            )

Personally came before me this 25<sup>th</sup> day of January, 2005, the above named Ronald E. Adams, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My commission expires 05 07 06

**SOUTH CENTRAL WISCONSIN RAIL TRANSIT COMMISSION**

By: Robert M. Hoesly  
Robert M. Hoesly, Chairman  
Paul C. Ziehl  
~~Judy Olson, Secretary~~  
Paul C. Ziehl, Vice Chairman

STATE OF WISCONSIN    )  
  )ss  
DANE COUNTY            )

Personally came before me this 31 day of March, 2005, the above named Robert M. Hoesly, Chairman, and ~~Judy Olson, Secretary~~ <sup>Paul Zientz</sup>, to me known to be the persons and to me known to be such officers who executed the foregoing instrument and acknowledged the same.

Roger Albre  
Notary Public, State of Wisconsin  
My commission 23 Apr 06

**WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

By: Scott Hansen  
Secretary, Department of Natural Resources

STATE OF WISCONSIN    )  
  )ss  
DANE COUNTY            )

Personally came before me this 11th day of January, 2005, the above named Scott Huscott, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michael A. Lutz  
Notary Public, State of Wisconsin  
My commission is permanent

**ATTACHMENT D**  
Legal Description of Property

The Property is further described as:

That portion of the land as acquired by the Wisconsin Department of Transportation by deed dated December 29, 1980 and recorded by the Dane County Register of Deeds on March 11, 1981 as Document 1699653 in Vol. 2633, Pages 3-8:

Being part of the Northwest  $\frac{1}{4}$  of Section 5, Town 6, Range 9, City of Madison, Dane County, Wisconsin; and

Being part of the Southwest  $\frac{1}{4}$ , and the Northwest  $\frac{1}{4}$ , Section 32; and  
Part of the Southeast  $\frac{1}{4}$ , Section 29; and  
Part of the Southwest  $\frac{1}{4}$ , Southeast  $\frac{1}{4}$ , and the Northeast  $\frac{1}{4}$ , Section 28; and  
Part of the Northeast  $\frac{1}{4}$ , and the Southwest  $\frac{1}{4}$ , Section 22; and  
Part of the Southeast  $\frac{1}{4}$ , Section 21,  
all being located in Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin.

And that is more particularly described as follows:

A strip of land of varying widths beginning at a point in the NW $\frac{1}{4}$  of Section 5, Township 6 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, at Milepost 56.41 approximately 370 feet southerly of the centerline of Lovell Lane, thence northerly through said Section 5; and over and across Township 7 North, Range 9 East through sections 32, 29, 28, 21 and 22 to a point in the NE  $\frac{1}{4}$  of Section 22 at Milepost 60.63 at the east line of Randall Avenue.



# ATTACHMENT F

MAPID	ADDRESS	CITY	STATE	ZIP	TYPE	STATION	OFFSET	REMARKS
1	6 Boston Ct	Madison	WI	53711	Retaining Wall	11700	67.3' RT	Wall 1' high. Consider to be landscaping
2	6 Boston Ct	Madison	WI	53711	Shed	11720	85.3' RT	8'x10' shed on conc. blocks
3	13 Nokomis Ct	Madison	WI	53711	Bridge	12250	18' RT	Wooden bridge over stream and garden
4	9 Nokomis Ct	Madison	WI	53711	Wood pile	12425	37' RT	Garden and multiple covered stacks of cut wood
5	4434 Yuma Dr	Madison	WI	53711	Fence	12600	40' RT	fence
6	4430 Yuma Dr	Madison	WI	53711	Play structure	12725	53' RT	wood stack, play structure, and fence
7	4426 Yuma Dr	Madison	WI	53711	Garden	12800	38' RT	garden
8	4414 Yuma Dr	Madison	WI	53711	Fence	12975	38' RT	fence
9	4406 Yuma Dr	Madison	WI	53711	Fence	13100	38' RT	fence
10	4329 Waite Cir				Fence	13550	64' ILT	Chain link enclosing playground
11	4330 Waite Cir				Play Structure	13550	65' LT	Church play area (leased from City?) with play equipment
12	22 Chippewa Ct	Madison	WI	53711	Fence	13500	46' RT	Fence
13	18 Chippewa Ct	Madison	WI	53711	Fence	13650	42.5' RT	Fence
14	14 Chippewa Ct	Madison	WI	53711	Fence	13800	46' RT	Fence
15	6 Chippewa Ct	Madison	WI	53711	Trampoline	13950	52' RT	Trampoline, garden, fence
16	2 Chippewa Ct	Madison	WI	53711	Fence	14050	39' RT	3' high woven wire with posts and top rail
17	4306 Waite Cir	Madison	WI	53711	Shed	14300	48.2' LT	10'x12' storage shed on blocks
18	4150 Council Crest	Madison	WI	53711	Garden	14250	49' RT	Garden
19	4144 Council Crest	Madison	WI	53711	Garden	14350	42' RT	Hammock and garden
20	4132 Council Crest	Madison	WI	53711	Fence	14500	23' RT	Shrub line, fence, brush pile
21	4123 Council Crest	Madison	WI	53711	Fence	14500	23' RT	2.5' woven wire
22	4130 Council Crest	Madison	WI	53711	Fence	14570	22' RT	3' woven wire
23	4122 Council Crest	Madison	WI	53711	Fence	14660	22' RT	3' woven wire
24	4118 Council Crest	Madison	WI	53711	Fence	14730	26' RT	Canoe structure
25	4110 Council Crest	Madison	WI	53711	Fence	14800	24.5' RT	3' high wood
26	4106 Council Crest	Madison	WI	53711	Fence	14870	21.4' to 26.4' RT	4.5' high wood
27	4102 Council Crest	Madison	WI	53711	Shed	15020	26' RT (approx.)	8'x12' wood shed
28	4038 Council Crest	Madison	WI	53711	Fence	15130	25' RT	3' split rail, surveyed
29	4038 Council Crest	Madison	WI	53711	Fence	15230	25' to 26.5' RT	4' chain link on wood posts, not surveyed. Probably new
30	4038 Council Crest	Madison	WI	53711	Shed	15270	33.5' RT	8'x8' storage shed
31	716 Ottawa Trl	Madison	WI	53711	Fence	15320	26.5' RT	Camping trailer to be removed
32	710 Ottawa Trl	Madison	WI	53711	Fence	15500	27.5' Min. RT	4' chain link. Probably new.
33	710 Ottawa Trl	Madison	WI	53711	Patio	15500	36.5' RT	Four seasons patio
34	701 Ottawa Trl	Madison	WI	53711	Stairs	15575	22' RT	Concrete Staircase from ottawa trl
35	701 Ottawa Trail	Madison	WI	53711	shed	15700	43' RT (approx)	tool shed
36	718 Miami Pass	Madison	WI	53711	Shed	15850	36' RT	2 sheds, each approx. 8'x10'
37	714 Miami Pass	Madison	WI	53711	Fence	15900	39.8' RT	4' high aluminum horizontal rails
38	708 Miami Pass	Madison	WI	53711	shed	15975	43' RT (approx)	Shed, wood staircase
39	702 Oneida Pl	Madison	WI	53711	Fence	16050	22.2' RT	6' wood
40	9 Frederick Cir	Madison	WI	53711	Fence	16370	48.3 LT	4' high wood, decorative style. Probably new.
41	5 Frederick Cir	Madison	WI	53711	Fence	16250	46' LT	structure enclosed by fence
42	7 Frederick Cir	Madison	WI	53711	Garden	16300	51' LT	garden
43	3726 Gregory St	Madison	WI	53711	Fence	16460	69.4' RT	3' woven wire
44	3722 Gregory St	Madison	WI	53711	Fence	16510	73.5' RT	4' chain link

MAPID	ADDRESS	CITY	STATE	ZIP	TYPE	STATION	OFFSET	REMARKS
45	3718 Gregory St	Madison	WI	53711	Shed and steps	16550	68' RT	tool shed, wood steps w/railing, masonry brick wall
46	4099 Tokay Blvd.	Madison	WI	53711	Stairs	16880	10' to 40' LT	Tiltonson Park, City of Madison. (Built by unidentified neighbors.)
47	3624 Gregory St	Madison	WI	53711	Fence	16940	67' RT	3' woven wire fence and compost area
48	3620 Gregory St	Madison	WI	53711	structure	16975	79.5' RT	structure, three canoes, chicken coop, frisbee golf basket
49	3614 Gregory St	Madison	WI	53711	structure	17025	79.5' RT	covered canoe structure, tool shed, wooden staircase
50	3610 Gregory St	Madison	WI	53711	Stairs	17050	12' RT	Replaced existing stairs
51	3610 Gregory St	Madison	WI	53711	Shed	17050	53' RT	10'x10' wood lean-to shed
52	3608 Gregory St	Madison	WI	53711	fence	17100	50' RT (approx)	fence and chicken coop
53	3606 Gregory St	Madison	WI	53711	fence	17125	50' RT (approx)	fence and chicken coop
54	593 Glen Dr	Madison	WI	53711	Fence	17240	48.3'LT	5' chain link
55	3602 Gregory St	Madison	WI	53711	Fence	17200	25' RT	4' woven wire (surveyed)
56	515 Briar Hill Rd	Madison	WI	53711	shed	17275	48' RT (approx)	tool shed, woven wire enclosed brush pile
57	3542 Gregory St	Madison	WI	53711	shed	17325	45' RT (approx)	tool shed, metal gate, enclosed brush pile
58	3524 Gregory St	Madison	WI	53711	Stairs	17420	10' RT	Minor steps, concrete blocks, trampoline (surveyed)
59	3520 Gregory St	Madison	WI	53711	Shed	17450	49' RT	10'x10' shed
60	3518 Gregory St	Madison	WI	53711	Fence	17470	49.8' RT	3' woven wire
61	3516 Gregory St	Madison	WI	53711	Shed	17510	47.7' RT	10'x12' shed
62	3516 Gregory St	Madison	WI	53711	Fence	17560	47.7' RT	4' wood fence
63	3514 Gregory St	Madison	WI	53711	Fence		47.8' RT	4' chain link
64	575 Glen Dr	Madison	WI	53711	Fence	17520	47.2' LT	Chain link dog kennel, not anchored. Require to move.
65	571 Glen Dr	Madison	WI	53711	garden	17600	26.5' LT	garden
66	3510 Gregory St	Madison	WI	53711	Fence	17650	29' to 37' RT	4' wood pickett
67	3506 Gregory St	Madison	WI	53711	Shed	17670	46' RT	10'x13.5' shed or garage
68	567 Glen Dr	Madison	WI	53711	shed	17680	37.5' LT	landscaping supplies and tool shed
69	559 Glen Dr	Madison	WI	53711	shed	17760	20' LT	tool shed and garden
70	3340 Gregory St	Madison	WI	53711	brush pile	18275	45' RT	brush pile
71	3326 Gregory St	Madison	WI	53711	fence	18375	12.2' RT	2' woven wire fence enclosing garden
72	3314 Gregory St	Madison	WI	53711	Fence	18500	41' RT	6' wood
73	3310 Gregory St	Madison	WI	53711	fence	18550	50.3' RT	6' wooden fence
74	3306 Gregory St	Madison	WI	53711	fence	18800	35' RT	4' woven wire fence
75	3226 Gregory St	Madison	WI	53711	Fence	18670	21.8' RT	5' woven wire
76	3222 Gregory St	Madison	WI	53711	Fence	18730	49.5' RT	6' wood
77	3218 Gregory St	Madison	WI	53711	fence	18770	49.5' RT	6' wooden fence
78	3214 Gregory St	Madison	WI	53711	Fence	18760	49/5' RT	4' wood pickett
79	3214 Gregory St	Madison	WI	53711	Fence	18800	13.5' RT	Fenced compost area 5'x10'. Require to move.
80	3208 Gregory St	Madison	WI	53711	Fence	18850	30.2' RT	5' chain link
81	3206 Gregory St	Madison	WI	53711	Fence	18890	43' RT	6' wood
82	3202 Gregory St	Madison	WI	53711	Fence	18930	41.7' RT	6' Wood
83	3122 Gregory St	Madison	WI	53711	firepit	18990	20' RT	firepit
84	3116 Gregory St	Madison	WI	53711	Fence	19070	35.7' and var. RT	6' wood
85	3110 Gregory St	Madison	WI	53711	Fence	19110	38' RT	6' wood
86	3106 Gregory St	Madison	WI	53711	brush pile	19170	36' RT	brush pile
87	3102 Gregory St	Madison	WI	53711	Fence	19230	38.8' RT min.	4' woven wire (surveyed)

MAPID	ADDRESS	CITY	STATE	ZIP	TYPE	STATION	OFFSET	REMARKS
88	3102 Gregory St	Madison	WI	53711	Handrail	19210	varies	PVC pipe rail on steel "T" posts
89	3022 Gregory St	Madison	WI	53711	Play Structure	19260	40' RT	Large play platform in trees
90	3022 Gregory St	Madison	WI	53711	Fence	19270	36' to 38.8' RT	4' wood pickett
91	3018 Gregory St	Madison	WI	53711	fence	19325	41' RT	4' bamboo and woven wire fence
92	3014 Gregory St	Madison	WI	53711	fence	19375	22' RT	4' picket fence
93	3010 Gregory St	Madison	WI	53711	fence	19420	42' RT	4' picket fence
94	3006 Gregory St	Madison	WI	53711	fence	19470	20' RT	4' woven wire fence
95	3002 Gregory St	Madison	WI	53711	Fence	19520	25' to 26.5' RT	4' woven wire
96	2926 Gregory St	Madison	WI	53711	Fence	19570	26.5' to 29.8' RT	4' woven wire
97	2920 Gregory St	Madison	WI	53711	Fence	19650	36.5' RT	3' woven wire
98	2916 Gregory St	Madison	WI	53711	staircase	19710	9.7' RT	wooden staircase
99	2902 Gregory St	Madison	WI	53711	fence	19840	47' RT	4' wooden fence
100	2824 Gregory St	Madison	WI	53711	fence	19880	47' RT	4' metal fence
101	2810 Gregory St	Madison	WI	53711	Fence	19960	41.3' RT	4' snow fence, poor condition
102	2806 Gregory St	Madison	WI	53711	Fence	20050	40.6' RT	4' woven wire
103	2804 Gregory St	Madison	WI	53711	Fence	20090	35' RT	4' snow fence, poor condition
104	2728 Gregory St	Madison	WI	53711	stone retaining walls	20210	20' RT	retaining walls, name plaque, fence, concrete stairs and walkway, private benches.
105	2714 Gregory St	Madison	WI	53711	Stairs	20340	20' RT	RR tie landscaping steps
106	2704 Gregory St	Madison	WI	53711	Fence	20450	41.2' RT	4' chain link. Probably existing prior to Ap 2000
107	2700 Gregory St	Madison	WI	53711	garden	20500	31.4' RT	garden
108	2614 Gregory St	Madison	WI	53711	fence	20610	20' RT	fence and garden
109	2606 Gregory St	Madison	WI	53711	Fence	20700	50.9' RT	3.5' chain link
110	2602 Gregory St	Madison	WI	53711	Fence	20730	43.8' Rt	4' wood pickett
111	2540 Gregory St	Madison	WI	53711	Fence	20780	31.2'RT	6' wood
112	2540 Gregory St	Madison	WI	53711	Fence	10780	45' RT approx.	old split rail fence
113	2536 Gregory St	Madison	WI	53711	Fence	20830	31.2' RT	6' wood
114	2530 Gregory St	Madison	WI	53711	Fence	20940	35.8' RT	4' chain link. Probably existing prior to Ap. 2000
115	2526 Gregory St	Madison	WI	53711	Fence	21000	41.5' RT	6' wood (Need to confirm address)
116	2514 Gregory St	Madison	WI	53711	fence	21060	45.3' RT	4' picket fence
117	2510 Gregory St	Madison	WI	53711	garden	21100	18.3' RT	high effort garden
118	2502 Gregory St	Madison	WI	53711	garden	21150	17.7' RT	high effort garden
119	510 Sheldon St	Madison	WI	53711	fence	21220	17' RT	4' tall picket fence
120	504 Sheldon St	Madison	WI	53711	Fence	21270	18.5' RT	4' wood
121	504 Sheldon St	Madison	WI	53711	Shed	21300	20' RT approx.	8'x10' shed
122	2440 Fox Ave	Madison	WI	53711	Fence	21550	30.8' RT	5' chain link (replaced similar fence at 25' RT)
123	2434 Fox Ave	Madison	WI	53711	brush pile	21620	31' RT	woven wire fence enclosing brush pile
124	2430 Fox Ave	Madison	WI	53711	Fence	21660	31.2' RT	3' split rail, surveyed
125	2428 Fox Ave	Madison	WI	53711	Fence	21720	22' RT	3.5' woven wire (surveyed)
126	2422 Fox Ave	Madison	WI	53711	Fence	21770	16' RT	3.5' woven wire (surveyed)
127	2418 Fox Ave	Madison	WI	53711	Fence	21810	13' RT	3.5' woven wire (surveyed)
128	2414 Fox Ave	Madison	WI	53711	fence	21860	16.6' RT	4' wire fence and treehouse
129	2410 Fox Ave	Madison	WI	53711	fence	21910	11' RT	4' wire fence and play structure
130	2513 Norwood Pl	Madison	WI	53711	Fence	21900	27.9' LT	Swing set and slide
131	2513 Norwood Pl	Madison	WI	53711	Play Structure	21920	18.7' LT	5' wood (review this)
132	2509 Norwood Pl	Madison	WI	53711	Fence	22000	21.7' LT	5' wood (review this)
133	2402 Fox Ave	Madison	WI	53711	Play structure	22100	15' RT	4' wood pickett perpendicular to path on E property line, play structure

MAPID	ADDRESS	CITY	STATE	ZIP	TYPE	STATION	OFFSET	REMARKS
134	2400 Fox Ave	Madison	WI	53711	Fence	22150	21.2' RT	(Type?)
135	2431 Norwood Pl	Madison	WI	53711	trampoline	22350	26.5' LT	trampoline
136	2348 Commonwealth Ave	Madison	WI	53711	Play Structure	22370	27' RT	Swing set and slide
137	2423 Norwood Pl	Madison	WI	53711	trampoline	22390	26' LT	trampoline and garden
138	2415 Norwood Pl	Madison	WI	53711	garden	22470	12.4' LT	garden
139	2411 Norwood Pl	Madison	WI	53711	garden	22510	12.4' LT	garden
140	2250 Fox Ave	Madison	WI	53711	Storage Box	22630	40' RT (approx.)	5'x7'x5' high storage box.
141	2246 Fox Ave	Madison	WI	53711	shed	22660	29.3' RT	shed
142	2242 Fox Ave	Madison	WI	53711	Bins	22730	30' (approx.)	Compost bins
143	2234 Fox Ave	Madison	WI	53711	shed	22780	39.9' RT	7'x10' wood shed
144	2234 Fox Ave	Madison	WI	53711	garden	22780	18.4' RT	garden
145	2232 Fox Ave	Madison	WI	53711	fence	22800	30' RT	2' metal fence and shed
146	2230 Fox Ave	Madison	WI	53711	Fence	22850	33' RT & 44' RT	Prop. Line fences perpendicular to path. (No fence along path)
147	2226 Fox Ave	Madison	WI	53711	fence	22900	50.6' RT	4' picket fence
148	2218 Fox Ave	Madison	WI	53711	fence	23010	42.7' RT	4' wooden fence
149	2214 Fox Ave	Madison	WI	53711	fence	23060	43' RT (approx)	2' woven wire fence and garden
150	2235 Commonwealth Ave	Madison	WI	53711	Retaining Wall	22950	43.2' LT	Stone retaining wall supporting driveway
151	2233 Commonwealth Ave	Madison	WI	53711	Fence	23000	22' LT	Chain link fabric, no posts
152	2231 Commonwealth Ave	Madison	WI	53711	Fence	23030	25.8' LT	4' woven wire in wood posts
153	2231 Commonwealth Ave	Madison	WI	53711	Play Structure	23040	41.3' LT	Swing set in raised (6") mulched play area.
154	2227 Commonwealth Ave	Madison	WI	53711	Shed	23060	33' LT	7'x9.5' metal shed
155	2227 Commonwealth Ave	Madison	WI	53711	Fence	23070	27' LT	4' woven wire fence, falling down
156	2221 Commonwealth Ave	Madison	WI	53711	Fence	23140	26.2' LT	3.5" woven wire on metal posts
157	2210 Fox Ave	Madison	WI	53711	Play Structure	23080	31.8' RT	4'x6'x6' high platform tree house on posts
158	2210 Fox Ave	Madison	WI	53711	Fence	23110	26.3' RT	4' woven wire
159	2206 Fox Ave	Madison	WI	53711	bridge	23160	10' RT	wooden bridge
160	2215 Commonwealth Ave	Madison	WI	53711	Fence	23200	27.1' to 32.0' LT	3.5' woven wire and 4' wood fences
161	2205 Commonwealth Ave	Madison	WI	53711	Fence	23250	22' LT	3.5' woven wire
162	2205 Commonwealth Ave	Madison	WI	53711	Fence	23260	36.9' LT	3.5' old wood rail fence
163	2202 Fox Ave	Madison	WI	53711	Fence	23265	33.8' RT	3' wood pickett entirely in Edgewood St. R/W. Trampoline

MAPID	ADDRESS	CITY	STATE	ZIP	TYPE	STATION	OFFSET	REMARKS
164	2154 Fox Ave	Madison	WI	53711	Fence	23340	49.3' RT	4' chain link
165	2152 Fox Ave	Madison	WI	53711	Fence	23370	31.9' to 33.1' RT	4' chain link
166	2152 Fox Ave	Madison	WI	53711	Play Structure	23360	36' RT	8'x12'x15' high play structure and shed on conc. foundation
167	2145 Commonwealth Ave	Madison	WI	53711	Fence	23380	31.0' to 38.5' LT	6' wood
168	2141 Commonwealth Ave	Madison	WI	53711	Fence	23450	29.2' to 31.0' LT	2.5' high split rail fence
169	2146 Fox Ave	Madison	WI	53711	Fence	23430	36.4' RT	4' chain link
170	2138 Fox Ave	Madison	WI	53711	Play Structure	23520	40' RT	6'x6' 2-story play structure
171	2138 Fox Ave	Madison	WI	53711	Fence	23530	34.5' RT	3' woven wire with second parallel woven wire in poor condition
172	2133 Commonwealth Ave				Shed	23540	43.3' LT	8'x9' wood shed
173	2134 Commonwealth Ave				Fence	23560	26.9' LT	4' woven wire
174	2130 Fox Ave	Madison	WI	53711	garden	23640	30' RT	garden and brush pile
175	2128 Fox Ave	Madison	WI	53711	Fence	23670	30' RT	5' wood rail
176	2129 Commonwealth Ave	Madison	WI	53711	Fence	23650	24.5' LT	6' wood privacy. Probably existing prior to Ap. 2000
177	2127 Commonwealth Ave	Madison	WI	53711	Fence	23700	26.5' LT	3' woven wire on steel posts
178	2123 Commonwealth Ave	Madison	WI	53711	Play Structure	23740	40.2' LT	Swing set
179	2123 Commonwealth Ave	Madison	WI	53711	Fence	23750	28/5' LT	4' wood pickett
180	2121 Commonwealth Ave	Madison	WI	53711	Fence	23780	26.1' to 31.8' LT	3.5' chain link
181	2116 Fox Ave	Madison	WI	53711	Fence	23800	29' to 37.5' RT	3' wood rail
182	2110 Fox Ave	Madison	WI	53711	Shed	23880	25' RT	5'x12.5' wood shed in poor repair
183	2110 Fox Ave	Madison	WI	53711	Shed	23880	22' RT	4' wooden fence
184	2117 Commonwealth Ave	Madison	WI	53711	Fence	23850	32.6' to 36.5' LT	6' wood privacy
185	2115 Commonwealth Ave	Madison	WI	53711	Fence	23870	23.5' to 27' LT	3.5' chain link
186	2107 Commonwealth Ave	Madison	WI	53711	Play Structure	23930	35.8' LT	Wood platform and soing set
187	2103 Commonwealth Ave	Madison	WI	53711	Fence	24030	36.0' LT	(Type?)
188	501 S Prospect Ave	Madison	WI	53711	Fence	24150	27.2' to 30.5' RT	3' wood pickett

MAPID	ADDRESS	CITY	STATE	ZIP	TYPE	STATION	OFFSET	REMARKS
189	503 S Prospect Ave	Madison	WI	53711	Fence	24250	27.2' LT	3' wood pickett
190	1922 Keyes Ave	Madison	WI	53711	Fence	24290	34.5' to 43.1' RT	4' woven wire
191	1916 Keyes Ave	Madison	WI	53711	Fence	24350	30.5' to 34.5' RT	4' woven wire
192	1919 Commonwealth Ave	Madison	WI	53711	Fence	24300	32.7' LT	(type?)
193	1917 Commonwealth Ave	Madison	WI	53711	Fence	24350	32' LT	5' high wood privacy, decorative
194	1909 Commonwealth Ave	Madison	WI	53711	Fence	24400	21' to 31.5' LT	3' woven wire
195	1914 Keyes Ave	Madison	WI	53711	Shed	24390	34' RT	10'x12' shed (fence removed)
196	1910 Keyes Ave	Madison	WI	53711	Fence	24440	33' RT	4' wood fence (replaced exist fence at 29' RT)
197	1908 Keyes Ave	Madison	WI	53711	Fence	24500	33' RT	4' to 6' high wood
198	1906 Keyes Ave	Madison	WI	53711	Fence	24650	34' RT	4' wood (surveyed)
199	1905 Commonwealth Ave	Madison	WI	53711	Fence	24470	31.5' LT	3' woven wire
200	1901 Commonwealth Ave	Madison	WI	53711	Fence	24530	32' LT	3' woven wire with gap
201	1901 Commonwealth Ave	Madison	WI	53711	Shed	24560	45' LT	7'x9' shed
202	1907 Rowley Ave	Madison	WI	53711	Fence	24660	32.7' LT	4' woven wire. Old wood retaining wall behind fence - possible slope stability concern.
203	1836 Keyes Ave	Madison	WI	53711	Fence	24750	32' to 36' RT	5' chain link
204	1832 Keyes Ave	Madison	WI	53711	Fence	24840	33' RT	4' chain link
205	1833 Rowley Ave	Madison	WI	53711	Fence	24880	39.5' LT	(Type?)
206	1820 Keyes Ave	Madison	WI	53711	Fence	24900	34' to 38' RT	(Type?)
207	1818 Keyes Ave	Madison	WI	53711	Fence	24950	35' to 40' RT	4' wood pickett
208	1816 Keyes Ave	Madison	WI	53711	Fence	25000	35' RT	4' wood pickett
209	1814 Keyes Ave	Madison	WI	53711	Fence	25050	33.5' RT	4' chain link
210	1813 Rowley Ave	Madison	WI	53711	Fence	25060	37' to 50' LT	woven wire (W half) and 3' wood pickett fence
211	1810 Keyes Ave	Madison	WI	53711	Fence	25150	39' RT	4' snow fence
212	1806 Keyes Ave	Madison	WI	53711	Fence	25200	38' to 42' RT	4' wood pickett
213	509 S Spooner St	Madison	WI	53711	Fence	25360	40' RT	4' woven wire (surveyed)
214	1609 Regent St	Madison	WI	53711	Fence	26000	18' LT	4' chain link, broken