

INTERIM TRAIL USE/RAIL BANKING AGREEMENT
BY AND BETWEEN
PECATONICA RAIL TRANSIT COMMISSION
AND
TRI-COUNTY TRAIL COMMISSION

This agreement made and entered into this 31st
day of January, 1990, by and between Pecatonica
Rail Transit Commission (Pecatonica) and the Tri-County
Trail Commission (Trails);

W I T N E S S E T H :

WHEREAS, Pecatonica has received all of the right,
title and interest of the Wisconsin Department of Transportation
by deed dated July 1, 1988 in certain railroad property
extending from Milepost 45.6 near Monroe, Wisconsin to
Milepost 90.7 at Mineral Point, Wisconsin, a distance of
45.1 miles all located in Green, Lafayette and Iowa Counties,
Wisconsin, and which is more particularly described on
attached Exhibit A;

WHEREAS, Pecatonica has determined and declared
that it has rail banked said property until such time as
it can restore and reconstruct the right-of-way for rail
purposes and place the same in operation;

WHEREAS, Trails was created and established for
the purpose of obtaining interim use of said property for
the purpose of temporarily establishing a trail to be used
in the interim before reconstruction of the rail lines
and which said temporary trail may be used during said

interim period for biking, horseback riding, snowmobiling and other recreational purposes;

WHEREAS, Pecatonica has agreed to permit Trails to temporarily use said property until such time as it is able to commence restoration for rail purposes subject at all times to the right of Pecatonica to reenter said property and take possession of said property or any part thereof for the restoration and reconstruction purposes aforesaid;

WHEREAS, the National Trails System Act Amendments of 1983, 16 U.S.C. 1247(d) hereafter the "Trails Act" authorizes and permits the temporary use of rail properties during the interim period of rail banking;

WHEREAS, the parties hereto in concurrence with the Wisconsin Department of Transportation filed a JOINT PETITION FOR NOTICE OF INTERIM TRAIL USE with the Interstate Commerce Commission for the purpose of invoking the provisions of the Trails Act;

WHEREAS, as a part of said joint petition in order to meet part of the requirements of the Trails Act, Trails filed a STATEMENT OF WILLINGNESS TO ACCEPT RESPONSIBILITY wherein Trails agreed as follows:

"TRI-COUNTY TRAILS COMMISSION, created by the Counties of Green, LaFayette and Iowa, Wisconsin, has assumed full responsibility for the management of the property and all operations thereon and has assumed any and all legal liabilities arising out of the transfer of use to it and the use thereof, including all operations thereon which includes liabilities against

itself and its creating counties, against the Pecatonica Rail Transit Commission, and against the State of Wisconsin, including their officers, agents and employees, and for the payment of any and all taxes that may be levied or assessed against said property."

WHEREAS, after consideration the Interstate Commerce Commission issued its DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT identified as Finance Docket No. 30724 (Sub-No. 1) decided July 24, 1989, and served August 8, 1989, wherein it required among other things a trail use/rail banking agreement between the parties hereto wherein Trails would assume for the years of the agreement, full responsibility for management of any legal liability arising out of the transfer or use of and the payment of any and all taxes that may be levied or assessed against the right-of-way;

WHEREAS, Pecatonica needs to provide for the care, management and maintenance of said rail corridor during the interim period of rail banking;

WHEREAS, this agreement has been negotiated by and between the parties hereto for the purpose of accomplishing the above purposes;

NOW, THEREFORE, PECATONICA AND TRAILS DO HEREBY PROVIDE, AGREE AND COVENANT AS FOLLOWS:

1. Pecatonica hereby delivers possession of the property above referred to, to Trails on a temporary basis to be occupied, managed, maintained and used as hereinafter set forth.

2. Trails (may) take possession of said property and may establish, construct, develop, maintain and operate a recreational trail on, over and across such properties 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 in one retaking or several retakings whenever Peconica determines that it needs repossession for the purpose of restoration and reconstruction on said property for rail purposes.

3. It is agreed by and between the parties that this temporary grant of use with the retaining of rights for retaking is made in accordance with and within the perimeters of Section 208 of the National Trails System Act Amendments of 1983, Pub. L. No. 98-11 (16 U.S.C. 1247 (d)).

4. During the period of this agreement, Trails agrees and assumes the responsibility to fully manage and maintain said rail corridor which shall include without affecting the generality of said agreement the responsibilities set forth in the following paragraphs.

5. Trails assumes full responsibility for preserving public order upon the property and for resolving matters concerning trespass upon and from this property to adjacent private lands. Trails may adopt and enforce any necessary

rules in order to protect the property. Trails shall have the right to post signs and erect barricades necessary to delineate the property as recreational trail property and to prevent the entrance upon the property of unauthorized vehicles and individuals.

6. Trails assumes such responsibility as may exist for providing fencing as may be required by applicable state law, local ordinance, or contract.

7. Trails assumes full responsibility for the eradication, control and removal of all noxious weeds as covered by applicable state law or local ordinance.

8. Trails assumes full responsibility for the repair, maintenance, rehabilitation or replacement of all culverts, trestles and bridge structures so as to insure the unrestricted flow of applicable waters and the preservation of the necessary drainage systems.

9. Trails assumes such responsibility as may exist for the maintenance of all state trunk highway, county highway and local highway crossings, including any necessary warning devices.

10. Pecatonica hereby imposes the obligations set forth in the STATEMENT OF WILLINGNESS TO ACCEPT RESPONSIBILITY filed by Trails (as a part of the joint petition for notice of interim trail use filed with the Interstate Commerce Commission as referred to in the preamble hereto and) Trails

hereby restates and hereby assumes and commits itself and does hereby assume full responsibility for the management of the property and all operations thereon and for any and all legal liabilities arising out of the transfer of the use to it and the use thereof, including all operations thereon which includes liability against itself and its creating counties, against the Pecatonica Rail Transit Commission and its creating counties and against the State of Wisconsin, including their officers, agents and employees, and for the payment of any and all taxes that may be levied or assessed against said property.

11. 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 recreational activities as set forth herein. All rights of ownership are retained by Pecatonica and any invasion of said ownership rights can only be granted by Pecatonica. Several types of retention are detailed in the next three paragraphs.

12. Pecatonica retains full and final authority regarding sale or disposal of the described property or any portions thereof.

13. Pecatonica retains complete 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, watermains and sewers over, across, upon and within the subject property.

14. Pecatonica officers, representatives, agents or employees have the right to enter upon the property at anytime for the purpose of making inspections or to discharge their official duties.

15. Pecatonica retains complete authority as to approving applications for new public street crossings or other public use of the corridor including the setting of design and specification requirements but will coordinate with Trails on matters pertaining to said applications. This paragraph also applies to farm crossings and other private crossings.

16. As a part of full responsibility by Trails for the management of any legal liabilities arising out of this temporary use, Trails hereby covenants and agrees to save Pecatonica 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 operation of Trails, or its agents, servants, subcontractors, employees and users 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 Trails is performing its work, or (2) while users, permitted or otherwise, are using said property or any portion thereof, or (3) during the period this agreement between Pecatonica and Trails is in effect, or (4) while any of the property, equipment or personnel of Trails are in or about such place or the vicinity thereof by reason of or as a result of the performance of Trails or its contracted operators operations including without limiting the generality of the foregoing: all liability, damage, loss, claims, demands and actions on account of personal injury, death or property loss to Pecatonica, its officers, employees, agents, subcontractors or frequenters, or to any other person, whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workman's compensation), contractual, tort, or other liability of Pecatonica, Trails, 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 Pecatonica, its employees, agents, subcontractors, officers or frequenters, Trails, its employees, agents, subcontractors, officers 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 whatsoever. This save harmless provision is hereby extended to the creating counties of Pecatonica to the extent, if any, that said counties or any or either of them might have a liability or claim against them or any or either of them arising out of the ownership of said property by Pecatonica or for the operation and use of the same by Trails hereunder.

17. Trails agrees at its own expense to 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. Trails agree to secure at its own cost and expense, comprehensive general liability insurance naming Pecatonica, including its officers, employees and agents as additional insureds and the Counties of Iowa, Lafayette, Green and Rock including their respective officers, employees and agents as additional insureds. The comprehensive general liability insurance shall provide combined single limits of not less than \$1,000,000.00. A copy of such policy or policies shall be furnished Pecatonica and each of the counties. Proof of coverage shall be filed with Pecatonica and each of the counties initially and annually

thereafter. Said policy shall contain a statement requiring at least a 10 day notice to each and all of the insureds of intent to cancel or not renew. Trails certifies that it presently has such insurance in force and will immediately verify and confirm the coverage. Trails agrees to forthwith supply the five copies and proof of coverage being for Pecatonica and each of the four counties to Frank Huntington, Staff Representative for Pecatonica. Frank Huntington shall forthwith supply each county with its copy and shall secure acceptance and approval from each county and from the Pecatonica. Approval and acceptance may be from the County Board Chairman of any county or by two members of the Board of Commissioners from any county. For the Pecatonica the approval and acceptance shall be by the Chairman.

If Pecatonica or any or either of the counties do not accept and approve, Trails covenants and agrees to forthwith upon notice from Frank Huntington to secure the necessary endorsements to obtain the acceptance and approval. Pecatonica agrees to an exclusion from coverage within the policy of an amount of damage or expense not to exceed \$10,000.00 for any occurrence. However, it is the agreement and Trails does hereby agree that in the event of a claim paid or a judgment, that the responsibility for paying such excluded amount shall be by Trails and Trails hereby assumes such responsibility. Further, it is understood and agreed that

the insurance coverage does not lessen the save harmless agreement but is only a method of covering some of the risk of the save harmless and that said save harmless is absolute which is hereby acknowledged and agreed to by Trails. It is understood that Pecatonica is not providing any individual insurance for itself because all of the responsibilities as to liabilities of the ownership of the property as well as the use of the property has been assumed by Trails and Trails hereby covenants and agrees to this fact. This is also in fulfillment and compliance with the requirement imposed by the Trails Act and the decision of the Interstate Commerce Commission aforesaid and the acceptance as a part of the Interstate Commerce Commission proceeding by Trails of the full responsibility for management of any legal liability arising out of the transfer or use of said property. The furnishing of proof of said insurance and coverage annually hereafter shall be filed with Frank Huntington and handled by Frank Huntington as set forth in this paragraph for his successor.

18. The term of this use and lease agreement shall run 10 years from date of its execution or until terminated by Pecatonica upon its retaking for restoration and reconstruction for rail purposes aforesaid. If at the end of 10 years Pecatonica has not retaken said property for rail purposes or not fully retaken said property for rail purposes, the parties hereto will negotiate a continuation

or possible continuation of said permit or fully terminate it. Pecatonica covenants and agrees that if and when they retake for rail restoration, that it will give Trails at least 6 months written notice of the same to be served on the Chairman of the Trails Commission. During the 6 month period, Trails shall have the right to remove any property it has placed on said property to be retaken and shall have the responsibility which it hereby agrees to, to remove itself and its activities from said property or the portion to be retaken.

19. It is hereby stated and agreed to by the parties hereto that the consideration for this permit is the assumption of management, maintenance and liability coverages by Trails.

20. Pecatonica bases this permit on the property it now owns as received from the Wisconsin Department of Transportation aforesaid by the deed aforesaid.

21. If any term, covenant, condition or provision (or part thereof) of this agreement, or the application thereof to any part or circumstance, shall at, anytime or to any extent, be held to be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision (or remainder thereof) to parties or 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 be enforced to the fullest extent permitted by law.

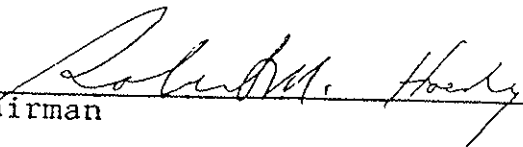
22. This agreement may be modified by mutual written agreement of the parties hereto.

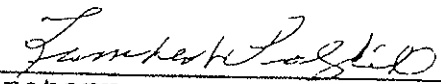
23. Pecatonica and its officers by the execution and delivery of this instrument certifies that it is granting this permit pursuant to authority from its Board of Commissioners granted and approved by proper resolution of the Board of Commissioners.

24. Trails and its officers by the execution and delivery of this instrument certifies that it has full authority from Trails, its Board of Commissioners and its creators to enter into this agreement and to make the covenants and commitments contained herein.

IN WITNESS WHEREOF, Pecatonica by its Board of Commissioners has caused this instrument to be executed in triplicate and delivered by its Chairman and its Secretary as of the year and date first above written.

PECATONICA RAIL TRANSIT COMMISSION

BY: 
Chairman

BY: 
Secretary

IN WITNESS WHEREOF, Tri-County Trail Commission
by its Board of Commissioners has caused this instrument
to be executed in triplicate by its Chairman and its Secretary
as of the year and date first above written.

TRI-COUNTY TRAILS

BY: *Robert M. Hoesly*
Chairman

BY: *Dwayne M. Larson*
Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS

Personally came before me this 1 day of February,
1990, Robert M. Hoesly, Chairman of the
above-named Pecatonica Rail Transit Commission, to me known
to be the person who executed the foregoing instrument
and to me known to be such Chairman of said Commission
and acknowledged that he executed the foregoing instrument
as such officer as the act of said Commission, by its authority.

Carolyn Sue Pope
Notary Public, State of Wisconsin
My commission 3-8-92

STATE OF WISCONSIN)
) SS

Personally came before me this 1st day of February,
1990, Lambert Palaskill, Secretary of the
above-named Pecatonica Rail Transit Commission, to me known
to be the person who executed the foregoing instrument
and to me known to be such Secretary of said Commission
and acknowledged that he executed the foregoing instrument
as such officer as the act of said Commission, by its authority.

Debra Peard
Notary Public, State of Wisconsin
My commission 8-22-93

STATE OF WISCONSIN)
) SS

Personally came before me this 1st day of February, 1990, Louise J. Zuberbuhler, Chairman of the above-named Tri-County Trails Commission, to me known to be the person who executed the foregoing instrument and to me known to be such Chairman of said Commission and acknowledged that he executed the foregoing instrument as such officer as the act of said Commission, by its authority.

H. J. Lynch
Notary Public, State of Wisconsin
My commission is permanent

STATE OF WISCONSIN)
) SS

Personally came before me this 1st day of February, 1990, Dwayne M. Larson, Secretary of the above-named Tri-County Trails Commission, to me known to be the person who executed the foregoing instrument and to me known to be such Secretary of said Commission and acknowledged that he executed the foregoing instrument as such officer as the act of said Commission, by its authority.

H. J. Lynch
Notary Public, State of Wisconsin
My commission is permanent

This instrument drafted by
John N. Kramer, Attorney,
Fennimore, Wisconsin.

EXHIBIT "A"

GREEN COUNTY

In Township 1 North, Range 7 East of the Fourth Principal Meridian, Town of Clarno, Green County, Wisconsin

Beginning at a point on the South line of Government Lot 4, Section 4, a strip of land 100 feet in width extending over and across Government Lot 5, Section 4; Government Lots 8, 9, and 10, NW $\frac{1}{4}$ -SE $\frac{1}{4}$, NE $\frac{1}{4}$ -SW $\frac{1}{4}$, S $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 5; the S $\frac{1}{4}$ -SE $\frac{1}{4}$, S $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 6; said strip of land being 50 feet in width on each side of the centerline of the main railroad track, as formerly located and laid out over and across Sections 4, 5, and 6.

ALSO

An additional triangular shaped parcel of land in Government Lot 5, Section 4, lying between the above described lands and the north and west lines of said Government Lot 5.

An additional strip of land in Government Lots 9 and 10, Section 5, being 50 feet in width and lying northwesterly of and adjacent to the above described lands.

An additional triangular shaped parcel of land in the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 5 described as follows:

Beginning at the northeast corner of said NE $\frac{1}{4}$ -SW $\frac{1}{4}$; Section; thence west along the east-west quarter line of said Section 5, 420 feet; thence southeast 650 feet to the north-south quarter line of said Section 5, to a point 450 feet south of the northeast corner of said NE $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 5; thence north along said north-south quarter line of said Section 5, 450 feet to the point of beginning, exclusive of the included portion of the above described lands.

An additional strip of land in the SW $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 6, being 50 feet in width and 401 feet in length and lying southerly of and adjacent to the above described lands.

In Township 1 North, Range 6 East of the Fourth Principal Meridian, Town of Cadiz, Green County, Wisconsin

A strip of land 100 feet in width extending over and across the S $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 1; the NW $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 12, the N $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 11; the S $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 2; the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ Section 10, the S $\frac{1}{4}$ -SE $\frac{1}{4}$, S $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 3; the S $\frac{1}{4}$ -SE $\frac{1}{4}$, S $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 4; the NW $\frac{1}{4}$ -NE $\frac{1}{4}$, NE $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 9; the SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Government Lots 12, 14, and 15, Section 5; NE $\frac{1}{4}$ -SE $\frac{1}{4}$, Government Lots 12, 13, and 14, Section 6; said strip of land being 50 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 1, 2, 3, 4, 5, 6, 9, 10, 11, and 12; and also all that part of Government Lot 17 described in Volume 52 of Deeds, Page 453.

ALSO

A strip of land 150 feet in width extending over and across the N $\frac{1}{2}$ -NW $\frac{1}{2}$, Section 12; the N $\frac{1}{2}$ -NE $\frac{1}{2}$, Section 11; said strip of land being 100 feet in width on the northerly side and 50 feet in width on the southerly side of the centerline of the main railroad track as formerly located and laid out over and across Sections 11 and 12.

An additional strip of land in the SE $\frac{1}{2}$ -SW $\frac{1}{2}$, Section 4 being 30 feet in width and 950 ± feet in length lying northeasterly of and adjacent to the above described lands from the south line of said SE $\frac{1}{2}$ -SW $\frac{1}{2}$ to a point 97.1 feet easterly of the west line of said SE $\frac{1}{2}$ -SW $\frac{1}{2}$.

An additional strip of land in the SE $\frac{1}{2}$ -SW $\frac{1}{2}$, Section 4 being 15 feet in width and 97.1 feet in length lying northeasterly of and adjacent to the above described lands.

An additional strip of land in the SW $\frac{1}{2}$ -SW $\frac{1}{2}$, Section 4, being 100 feet in width and lying northerly of and adjacent to the above described lands for the first 436 feet as measured from the easterly line of said SW $\frac{1}{2}$ -SW $\frac{1}{2}$, except a triangular shaped parcel of land in the northwest corner of said 100 feet in width strip of land, and being 145 feet in length by 56 feet in width.

An additional triangular shaped parcel of land in the SE $\frac{1}{2}$ -SW $\frac{1}{2}$, Section 4 lying southwesterly of and adjacent to the above described lands.

An additional triangular shaped parcel in the NE $\frac{1}{2}$ -SE $\frac{1}{2}$, Section 6 lying northerly of and adjacent to the above described lands and being approximately 100 feet in length by 50 feet in width.

An additional trapezoid shaped parcel of land in the NE $\frac{1}{2}$ -NW $\frac{1}{2}$, Section 9 lying southerly of and adjacent to the above described lands.

EXCLUDING

Excluding all that land in the SE $\frac{1}{2}$ -SW $\frac{1}{2}$, Section 4 lying northerly of a line 25 feet northerly of and measured normal thereto, the centerline of the above described track, from a point 600 feet easterly of the west line of said SE $\frac{1}{2}$ -SW $\frac{1}{2}$ to said west line of the SE $\frac{1}{2}$ -SW $\frac{1}{2}$.

Additionally, exclude all that land in the SE $\frac{1}{2}$ -SW $\frac{1}{2}$, Section 4 lying southerly of a line 25 feet southerly of and measured normal thereto, to the centerline of the above described track, from a point 100 feet easterly of the west line of said SE $\frac{1}{2}$ -SW $\frac{1}{2}$ to said west line of the SE $\frac{1}{2}$ -SW $\frac{1}{2}$.

Additionally, exclude all that land in the SW $\frac{1}{2}$ -SW $\frac{1}{2}$, Section 4, lying outside two parallel lines, one 25 feet southerly of, and the other 25 feet northerly of, and as measured normal thereto, to the centerline of the above described track, beginning at the east line of said SW $\frac{1}{2}$ -SW $\frac{1}{2}$ to the west line of said SW $\frac{1}{2}$ -SW $\frac{1}{2}$.

Additionally, exclude all that land in Government Lots 12, 14, and 15, Section 5; NE $\frac{1}{2}$ -SE $\frac{1}{2}$, Government Lots 12, 13, and 14, Section 6, and also that part of Government Lot 17 described in Volume 52 of Deeds, Page 453, lying southerly of a line 20 feet southerly of and measured normal thereto, to the centerline of the above described track, from the east line of Government Lot 12, Section 5, to the west line of Government Lot 12, Section 6.

LAFAYETTE COUNTY

In Township 1 North, Range 5 East of the Fourth Principal Meridian, Town of Wayne, Lafayette County, Wisconsin

A strip of land 100 feet in width extending over and across Government Lots 16 and 17, Section 1; Government Lots 1, 2 and 3, Section 12; Government Lots 5 and 6, N $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 11; the N $\frac{1}{2}$ -SE $\frac{1}{4}$, SW $\frac{1}{4}$ -SE $\frac{1}{4}$, S $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 10; the NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 15; the N $\frac{1}{2}$ -NE $\frac{1}{4}$, N $\frac{1}{2}$ -NW $\frac{1}{4}$, Section 16; Government Lot 7, Section 9; Government Lots 1, 2 and 3, NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 8; Government Lots 7 and 8, Section 5; Government Lots 5, 6, 8 and 9, SW $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 6; said strip of land being 50 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 1, 5, 6, 8, 9, 10, 11, 12, 15 and 16.

EXCLUDING

Exclude all that land in Government Lots 16 and 17, Section 1; Government Lots 1, 2 and 3, Section 12; Government Lots 5 and 6, N $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 11; the N $\frac{1}{2}$ -SE $\frac{1}{4}$, SW $\frac{1}{4}$ -SE $\frac{1}{4}$, S $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 10; and the NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 15, lying southerly of a line 20 feet southerly of and measured normal thereto to the centerline of the above described track, from the east line of Government Lot 16, Section 1 to the west line of the N $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 11, and from the east line of the NW $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 10 to the west line of the NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 15.

Additionally, exclude all that land in the N $\frac{1}{2}$ -SE $\frac{1}{4}$, Section 10, lying outside two parallel lines, one 25 feet southerly of, and the other 25 feet northerly of, and as measured normal thereto, to the centerline of the above described track, from the east line of said N $\frac{1}{2}$ -SE $\frac{1}{4}$ to the east line of the NW $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 10.

In Township 1 North, Range 4 East of the Fourth Principal Meridian, Town of Gratiot, Lafayette County, Wisconsin

A strip of land 100 feet in width extending over and across Government Lots 6, 7, 8, 11 and 12, the NE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 1; the NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 12; Government Lot 1, Section 11; Government Lots 4, 5 and 9, the W $\frac{1}{2}$ -SE $\frac{1}{4}$ and NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 2; Government Lots 3, 4 and 5, the SE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 3; the NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 10; the N $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 9; the south 230 feet \pm of Government Lot 5, Section 4; said strip of land being 50 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 1, 2, 3, 4, 9, 10, 11 and 12.

ALSO

A strip of land 82.5 feet in width extending over and across the north 2,410 feet \pm of Government Lot 5, Government Lot 4, Section 4; said strip of land being 41.25 feet in width on each side of the above described centerline as formerly located and laid out over and across Section 4.

An additional strip of land in Government Lot 5, Section 4 being 30 feet in width lying southeasterly of and adjacent to the above described lands.

An additional strip of land in Government Lot 5, Section 4 being 26 feet in length lying southeasterly of and adjacent to the above described lands.

An additional strip of land in Government Lot 5, Section 4 being of variable widths lying southeasterly of and adjacent to the above described lands.

An additional strip of land in Government Lot 5, Section 4 being 20 feet in width lying southwesterly of and adjacent to the above described lands.

An additional triangular shaped parcel in Government Lot 6, Section 1 lying southeasterly of and adjacent to the above described lands.

An additional parcel of land in the NW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 12, Government Lot 1, Section 11 being of variable width lying northerly of and adjacent to the above described lands.

An additional parcel of land in Government Lot 4, Section 4 being of variable width lying easterly of and adjacent to the above described lands and westerly of the Pecatonica River.

An additional trapezoid shaped parcel of land in Government Lot 4, Section 4 lying westerly of and adjacent to the above described lands.

EXCLUDING

Exclude all that land in the N $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 9, lying southerly of a line 25 feet southerly of and measured normal thereto, the centerline of the above described track from a point 600 feet, measured along said track centerline, southeasterly of the north line of said N $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 9 to said north line of Section 9.

Additionally, exclude all that land in Government Lot 5, Section 4, lying easterly of a line 25 feet easterly of and measured normal thereto, the centerline of the above described track, from a point 900 feet, measured along said track centerline, north of the south line of said Government Lot 5 to a point 1,300 feet north of said south line of Government Lot 5.

In Township 1 North, Range 4 East of the Fourth Principal Meridian, Town of Gratiot, Lafayette County, Wisconsin

A strip of land 82.5 feet in width extending over and across Government Lots 7, 8, 3 and 2, Section 33; Government Lot 3, Section 32; said strip of land being 41.25 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 32 and 33.

ALSO

An additional parcel of land in Government Lots 7 and 8, Section 33 being of variable width lying northeasterly of and adjacent to the above described lands and southwesterly of the Pecatonica River.

A parcel of land of variable width lying on either side of the above described centerline as formerly located and laid out through Government Lots 2 and 3, Section 32.

In Township 2 North, Range 4 East of the Fourth Principal Meridian, Town of Darlington, Lafayette County, Wisconsin

A strip of land 82.5 feet in width extending over and across Government Lots 2, 3, 5 and 6, Section 29; Government Lots 2, 5 and 7, the E $\frac{1}{2}$ -SW $\frac{1}{4}$, Section 20; Government Lots 7 and 8, Section 17; Government Lots 1, 2 and 3, the NE $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 18; Government Lots 8 and 9, Section 7; said strip of land being 41.25 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 7, 17, 18, 20 and 29.

ALSO

A parcel of land of variable width lying on either side of the above described centerline as located and laid out through Government Lot 6, Section 29.

A strip of land 132 feet in width extending over and across Government Lot 6, Section 17; said strip of land being 66 feet in width on each side of the above described centerline as located and laid out over and across Section 17.

In Township 2 North, Range 4 East of the Fourth Principal Meridian, Town of Wiota, Lafayette County, Wisconsin

A strip of land 206.25 feet in width extending over and across Government Lot 1, Section 20; said strip being 165 feet in width on the northeasterly side and 41.25 feet in width on the southwesterly side of the centerline of the main railroad track as formerly located and laid out over and across Section 20.

In Township 2 North, Range 3 East of the Fourth Principal Meridian, Town of Darlington, Lafayette County, Wisconsin

A strip of land 82.5 feet in width extending over and across Government Lots 4, 5, 6, 7 and 8, Section 12; Government Lots 6, 7, 9 and 10, Section 1; Government Lots 2, 3, 4, 5 and 6, Section 2; said strip of land being 41.25 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 1, 2 and 12.

ALSO

A parcel of land consisting of two strips of land extending over and across Government Lot 8, Section 1; said strip being of variable width on the northeasterly side and 41.25 feet in width on the southwesterly side of the centerline of the main railroad track as formerly located and laid out over and across Section 1.

A strip of land 206.5 feet in width extending over and across Government Lot 3, Section 1; said strip being 165 feet wide on the northeasterly side and 41.25 feet in width on the southwesterly side of the centerline of the main railroad track as formerly located and laid out over and across Section 1.

A strip of land of variable width extending over and across Government Lots 1 and 2, Section 3, (City of Darlington); said strip of land being of variable widths on each side of the centerline of the main railroad track as formerly located and laid out over and across Section 3.

An additional triangular shaped parcel of land in Government Lot 2, Section 3 lying northeasterly of and adjacent to the above described lands.

An additional strip of land of unknown width in Government Lot 2, Section 3, lying southwesterly of and adjacent to the above described lands.

EXCLUDING

Excluding all that land in Government Lots 1 and 2, Section 3, lying southwesterly of a line 25 feet southwesterly of and measured normal thereto, the centerline of the above described track from the north line of Ann Street to the north line of said Section 3.

Additionally, exclude all that land conveyed by Quit Claim Deed from WisDOT to the Darlington Kiwanis Club, Inc. on June 15, 1983.

Additionally, exclude all that land conveyed by Quit Claim Deed from WisDOT to Quality Beverages of Wisconsin, Inc., on August 14, 1984.

In Township 3 North, Range 3 East of the Fourth Principal Meridian, Town of Darlington, Lafayette County, Wisconsin

A parcel of land consisting of two strips of land extending over and across Government Lot 8, Section 34; said strip of land being of variable width on the westerly side and 25 feet in width on the easterly side of the centerline of the main railroad track as formerly located and laid out over and across Section 34.

EXCLUDING

Excluding all that land in Government Lot 8, Section 34, lying westerly of a line 25 feet westerly of and measured normal thereto, the centerline of the above described track, from the south line of said Section 34 to the south line of Minerva Street extended.

ALSO

A strip of land 82.5 feet in width extending over and across Government Lots 1, 2, 3, and 4, Section 34; Government Lots 2, 4, 5 and 6, Section 33; said strip of land being 41.25 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 33 and 34.

In Township 4 North, Range 2 East of the Fourth Principal Meridian, Town of Kendall, Lafayette County, Wisconsin

A strip of land 82.5 feet in width extending over and across the E $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 36, the SE $\frac{1}{4}$ and NE $\frac{1}{4}$, Section 25; the E $\frac{1}{2}$ -SE $\frac{1}{4}$, Section 24; said strip of land being 41.25 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 24, 25, and 36.

ALSO

An additional strip of land in the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 36, being 70 feet in width and lying southwesterly of and adjacent to the above described lands.

In Township 4 North, Range 3 East of the Fourth Principal Meridian, Town of Willow Springs, Lafayette County, Wisconsin

A strip of land 82.5 feet in width extending over and across the W $\frac{1}{2}$ -SW $\frac{1}{4}$, S $\frac{1}{2}$ -NW $\frac{1}{4}$, NE $\frac{1}{4}$ -NW $\frac{1}{4}$, NW $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 19; said strip of land being 41.25 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Section 19.

IOWA COUNTY

In Township 4 North, Range 3 East of the Fourth Principal Meridian, Town of Mineral Point, Iowa County, Wisconsin

A strip of land 82.5 feet in width extending over and across the W $\frac{1}{2}$ -SE $\frac{1}{4}$, NE $\frac{1}{4}$ -SE $\frac{1}{4}$, E $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 18; the E $\frac{1}{2}$ -SE $\frac{1}{4}$, NW $\frac{1}{4}$ -SE $\frac{1}{4}$, W $\frac{1}{2}$ -NE $\frac{1}{4}$, Section 7; the SW $\frac{1}{4}$ -SE $\frac{1}{4}$, N $\frac{1}{2}$ -SE $\frac{1}{4}$, Section 6; said strip of land being 41.25 feet in width on each side of the centerline of the main railroad track as formerly located and laid out over and across Sections 6, 7 and 18.

ALSO

A strip of land 50 feet in width in the NE $\frac{1}{4}$, Section 6, lying westerly on the centerline of the main railroad track as formerly located and laid out over and across Section 6 in the City of Mineral Point between the north line of Seventh Street and the north line of Third Street.

A strip of land tapering from 41.25 feet to 50 feet in the NE $\frac{1}{4}$, Section 6, lying westerly of the centerline of the main railroad track as formerly

located and laid out over and across Section 6 in the City of Mineral Point between the E-W quarter line of said Section 6 and the north line of Seventh Street.

A strip of land in the City of Mineral Point, Section 6, being 50 feet in width lying easterly of and adjacent to the east north-south sixteenth line of said Section 6, from south line of Outlot 271 to the North line of Outlot 248.

Also a parcel of land lying between the east north-south sixteenth line of said Section 6 and a line from a point on the north line of Outlot 248, 50 feet east of its northwest corner to a point of intersection of the extension of the east line of Outlot 234 with the south line of Spring Street.

Also a parcel of land lying between the east line of Outlot 234 and the centerline of the main railroad track as formerly located and laid out over and across Section 6, from the south line of Spring Street to the north line of said Outlot 234.

A strip of land of variable width exclusive of land described above extending over and across the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 6, City of Mineral Point; said strip being of variable width on each side of the centerline of the main railroad track as formerly located and laid out over and across Section 6, to the north line of said Section 6, also the end of said acquisition.

In Township 5 North, Range 3 East of the Fourth Principal Meridian, Town of Mineral Point, Iowa County, Wisconsin

An additional strip of land intended to be part of said acquisition, said strip being 17 feet in width and 405 feet in length beginning at the point of ending of said acquisition and extending into the SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 31, City of Mineral Point.

RESOLUTION NO. 5

RESOLUTION SUPPORTING THE CREATION OF A TWO-COUNTY COMMISSION
BY GREEN AND LAFAYETTE COUNTIES TO MANAGE THE
MONROE TO MINERAL POINT RECREATION TRAIL

WHEREAS, by Resolution No. 11 adopted March 15, 1988, Iowa County approved the creation of a Recreation Commission to develop and maintain a snowmobile trail on the Monroe to Mineral Point rail corridor in Green, Lafayette, and Iowa counties as part of a rails to trails project; and

WHEREAS, Iowa County supports efforts to both preserve abandoned rail corridors for future use and the development of recreation trails throughout the county.

NOW, THEREFORE, BE IT RESOLVED, that the Iowa County Board of Supervisors continue to support the preservation of the Monroe to Mineral Point railroad corridor under the rails to trails statutes, which provides for interim use of the corridor as a recreation trail until such time as it is needed to restore rail service; and

BE IT FURTHER RESOLVED, that Iowa County does not wish to participate, at this time, in a trail commission created to lease, develop, and manage this recreation trail due to the fact that there are only three (3) miles of the Monroe to Mineral Point corridor in Iowa County; and

BE IT FURTHER RESOLVED, that Iowa County supports the creation of a trail commission by Green and Lafayette counties to maintain and manage the entire Monroe to Mineral Point corridor, including the mileage in Iowa County, for trail use.

Dated this 16th day of January, 1990.

COUNTY OF IOWA

Richard Scullion

Richard Scullion, Chairman

David D. Meudt

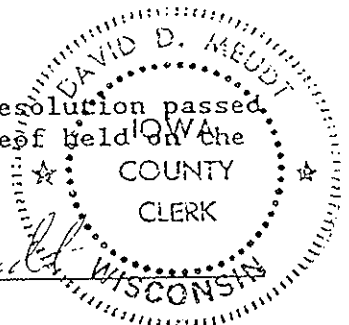
David Meudt, Clerk

ATTEST:

I hereby certify that the above is a true and correct copy of a resolution passed by the Iowa County Board of Supervisors at a regular meeting thereof held on the 16th day of January, 1990.

David D. Meudt

Clerk



RESOLUTION 1-6-90

WHEREAS the Green County Board of Supervisors adopted Resolution 3-2-88 on March 8, 1988, authorizing the creation of a Tri-County Trail Commission to be formed jointly with Iowa and Lafayette counties; and

WHEREAS, the Board of Supervisors adopted Resolution 8-4-88 on August 10, 1988, approving and adopting the formation charter creating the Tri-County Trail Commission; and

WHEREAS, the Iowa County Board of Supervisors has not taken action adopting and accepting the charter creating the Tri-County Trail Commission and has indicated that because there are only three miles of the Monroe to Mineral Point rail/trail corridor in Iowa County, Iowa County does not wish to participate in the Trail Commission; and

WHEREAS, Iowa County plans to consider a resolution at their January 16, 1990 County Board meeting expressing their continued support for the preservation of the Monroe to Mineral Point rail corridor for recreation trail use and their support for the creation of a two-county Trail Commission created by Green and Lafayette counties to manage the trail.

NOW, THEREFORE, BE IT RESOLVED by the Green County Board of Supervisors in legal session assembled, that the charter creating the Tri-County Trails Commission shall be amended to allow for the creation of a two-county Commission comprised of Green and Lafayette counties for the purpose of leasing and

managing the Monroe to Mineral Point rail corridor, including the three mile segment in Iowa County, for recreational trail purposes.

SIGNED: TRI-COUNTY RAILS TO TRAILS COMMITTEE:

Thomas Daly
Thomas Daly

Leonard Nuckles
Leonard Nuckles

Robert Hoesly
Robert Hoesly

FISCAL NOTE: No fiscal impact. MJD

LEGAL NOTE: Simple majority vote is required.

STATE OF WISCONSIN)
)SS
COUNTY OF GREEN)

I, Michael J. Doyle, County Clerk in and for said County, do hereby certify that the above and foregoing is a true and correct copy of Resolution 1-6-90, adopted by the Board of Supervisors January 9, 1990.

Dated at Monroe, Wisconsin this 10th day of January, 1990.

Michael J. Doyle
Michael J. Doyle, Green County Clerk

R E S O L U T I O N N O .

RESOLUTION REAFFIRMING TRI-COUNTY TRAILS
COMMISSION CHARTER

WHEREAS, the Lafayette County Board of Supervisors adopted the resolution 5-87-88 on February 29, 1988, authorizing the creation of the Tri-County Trail Commission for a recreation trail to be formed jointly with Green and Iowa Counties; and

WHEREAS, the Lafayette County Board of Supervisors adopted a resolution, Tri-County Trails Commission, on July 25, 1988, approving and adopting the formation charter creating the Tri-County Trail Commission; and

WHEREAS, the Iowa County Board on January 16, 1990, approved a resolution supporting the creation of a two county commission by Green and Lafayette Counties to manage the Monroe to Mineral Point recreation trail, the Tri-County Trail Commission; said Iowa County Board of Supervisors further providing that they continue to support the preservation of the Monroe to Mineral Point railroad corridor and for the interim use of the corridor as a recreation trail and further resolved that Iowa County does not wish to participate in a trail commission created to lease, develop and manage the recreation trail due to the fact that there are only three miles of the Monroe to Mineral Point corridor in Iowa County; and

WHEREAS, the Iowa County Board on January 16, 1990, further resolved that the Iowa County Board of Supervisors supports the creation of a trail commission by Green and Lafayette Counties to maintain and manage the entire Monroe to Mineral Point corridor, including the mileage in Iowa County for trail use, said Tri-County Trail Commission to be operated and managed by the two counties, Green and Lafayette Counties;

WHEREAS, the Lafayette County Board does by this resolution reaffirm its prior actions approving the Tri-County Trails Commission Charter;

NOW, THEREFORE, BE IT RESOLVED, by the Lafayette County Board of Supervisors in legal session assembled, that the charter creating the Tri-County Trails Commission shall be amended to allow for the creation of a two county commission comprised of Green and Lafayette Counties for the purpose of leasing and managing the Monroe to Mineral Point rail corridor, including the three mile segment in Iowa County, for recreational trail purposes;

BE IT FURTHER RESOLVED, that prior actions and resolutions are reaffirmed and the Lease-Use by Pecatonica Rail Transit Commission and the Tri-County Trails Commission is again approved.

The above resolution respectfully submitted by the Lafayette County members of the Tri-County Trails Commission:

Laverne Zuberbuhler,
Kenneth Taylor.

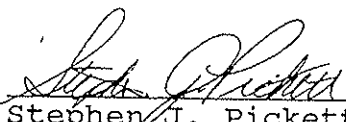
Dwayne Larson,

Further submitted and concurred in by the Lafayette County Economic Development Committee:

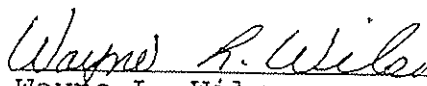
Beverly Anderson,
Robert Burgess,
Ervin Heins.

Richard Beyer,
Dwayne Larson,

The above resolution was duly adopted by the Lafayette County Board on January 29, 1990.

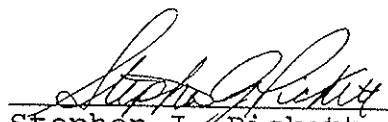


Stephen J. Pickett
Lafayette County Clerk



Wayne L. Wilson
County Board Chairman

I hereby certify that the above is a true and correct copy of the resolution passed by the Lafayette County Board of Supervisors at a regular meeting held on the 29th day of January, 1990.



Stephen J. Pickett
Lafayette County Clerk

SEAL