

**WOLF RIVER STATE TRAIL**  
**MASTER PLAN**  
**LANGLADE COUNTY, WISCONSIN**

**NOVEMBER, 2005**  
*Approved by WiDNR AUGUST, 2006*

**COMPILED BY:**  
**Steven M. Jackson**  
**Langlade County Forest Administrator**

**WITH DIRECTION FROM:**  
**Langlade County Forestry and Recreation Committee**

<b>Chairman:</b>	<b>Merle Wendt</b>
<b>Member:</b>	<b>Richard Olsen</b>
<b>Member:</b>	<b>Dale Dahms</b>
<b>Member:</b>	<b>Judy Karpf</b>
<b>Member:</b>	<b>Thomas Schultz</b>

## TABLE OF CONTENTS

INTRODUCTION.....	3
SECTION I – ACTIONS.	
A.    GOALS AND OBJECTIVES.....	3
B.    RECOMMENDED DEVELOPMENT AND MANAGEMENT PROGRAM	
1.    Land Acquisition.....	4
2.    Development.....	5
3.    Prohibited Uses.....	5
4.    Management	
a.    Trail Management.....	6
b.    Timber and Vegetative Management.....	6
c.    Wildlife Management.....	6
d.    Ballast Rock.....	6
e.    Facility Management.....	6
APPENDICES	
1.    Exhibit A: Legal Description	
2.    Exhibit B: Trail Map	
3.    Exhibit C: Memorandum of Understanding (MOU)	
4.    Trail Easement	

## INTRODUCTION AND SUMMARY

This Master Plan represents the strategy of Langlade County as well as various trail advocates and user groups, and the Wisconsin Department of Natural Resources (WDNR) for the development, operation, and maintenance of the railroad corridor presently known as the Wolf River State Trail.

This 24 miles trail starts at the Menominee/Langlade County line in southeastern Langlade County and proceeds north to the Langlade/Forest County line.

The trail goes through White Lake, Hollister and Lily. Refer to the map on page 21. A segment of the corridor between Highway 64 and Lily runs adjacent to the Wolf River. The Wolf River has historically been known for great trout fishing. In addition to outstanding fishing, the Wolf River is well known by rafters, kayakers, and canoeists, who have engaged the countless stretches of whitewater rapids. There are no other connecting trails to the corridor at this time. Forest County is in the process of developing a recreational trail from Crandon south to Langlade County, which will provide additional riding opportunities for the many groups, which will utilize this trail.

The Wolf River State Trail will be developed as a result of a Memorandum of Understanding (MOU) signed by the WDNR and Langlade County (Appendix A). In accordance with the terms of the MOU, the WDNR will be responsible for the acquisition of additional land deemed necessary for trail support, enforcement, facilities (e.g. parking, restrooms, etc.). In addition, the WDNR will work with Langlade County to identify and provide funding sources for the development and repair of the trail. In accordance with the same MOU, Langlade County will be responsible for the development, operation, and maintenance of the trail.

Langlade County will apply for funding sources through State and Federal grant sources. If Federal grants are received, then those segments of trail that were developed with those Federal grant funds would not be open for ATV summer or winter use. The segments being considered for development using Federal grant monies would be the segments from the Menominee County/Langlade County line north to White Lake and from Hwy. 64 to Lily. Refer to map on page 21.

Portions of the trail will be developed to provide opportunities for hiking, biking, horseback riding in the summer and snowmobiling in the winter. Opportunities will also be available in the future for summer ATV use provided connecting trails are developed and approved; however, ATVs will be prohibited during the non-winter period on the trail that lies within the Wolf River State Fishery Area.

This trail will be developed in phases depending on trail usage and available funding.

## **SECTIONS I – ACTIONS**

### **A. GOALS, OBJECTIVES, AND ADDITIONAL BENEFITS**

#### **GOALS**

To provide and preserve the railroad corridor known as the Wolf River State Trail. The Wolf River State Trail will make available, year round use that will provide for safe two-way traffic for hiking, biking and snowmobiling. ATV's may be added as an approved trail use on two sections of the trail at a later date when connecting trails have been approved and developed: from White Lake to Hwy. 64 for 2.45 miles; and from Lily north to the Forest County line for 5.69 miles. Each of these sections would be open only if the ATV club can prove those areas are needed to connect to a funded ATV trail system.

#### **OBJECTIVES**

1. To provide recreational opportunities that complement present trail opportunities in Langlade County and provide recreational opportunities that presently are underrepresented in Langlade County.
2. To enhance opportunities for tourism in Langlade County.
3. To complement the present economic benefits of trails existing in Langlade County and provide new opportunities for economic development not reflected in current trail usage.

One public meeting was held in September 14, 2005 in White Lake to assess the public interest in desired uses for the recreational trail. The information gained from this public meeting, in combination with information and input from other sources, provided the basis for the proposed recreational trail uses.

#### **ADDITIONAL BENEFITS**

1. Preservation of the railroad corridor right-of-way.
2. Recreation trail development will enhance tourism development opportunities.
3. Recreation trail will provide links to existing and future recreational trails.
4. Recreational trail will provide for multi-county links to trails.
5. The recreation trail on the corridor will provide a lower impact on soils than alternative trail locations.

## B. RECOMMENDED DEVELOPMENT AND MANAGEMENT PROGRAM

### 1. Land Acquisition

The WDNR acquired the right-of-way from Canadian National. Additional property may be acquired by WDNR to support trail facilities.

### 2. Development

Under the term of the MOU, the WDNR will convey an easement to Langlade County for the right to develop, maintain, and operate the Wolf River State Trail on lands within Langlade County.

According to the terms of the MOU, the development of the Wolf River State Trail is the responsibility of Langlade County. The WDNR will grant an easement to Langlade County for the development, maintenance, and operation of the trail. It is understood that the WDNR will assist Langlade County financially with the trail development; however, it is the intent of Langlade County to develop the Wolf River State Trail as rapidly as financial resources becomes available.

A general estimate of development needs for the Wolf River State Trail are:

1. Deck and rail bridges and fence slopes.
2. Install culverts where needed.
3. Brush trail bed to a maximum of 16 feet wide.
4. Provide a system of signs to regulate traffic and control user speeds.
5. Continue to deter illegal motorized traffic from traveling on the corridor.
6. Barricade access points to trail to prevent vehicle use on the trail.

### 3. Prohibited Uses

All motorized vehicle traffic will be prohibited excluding:

- a) Snowmobiles/ATVs operating during the regular "OPEN" trail season as defined in the Langlade County Snowmobile Trail Ordinance.
- b) Administrative and maintenance vehicles as defined in the Langlade County Snowmobile Trail Ordinance including County, WDNR, Law Enforcement and Emergency Services vehicles as well as vehicles authorized by Langlade County for contracted trail maintenance.
- c) Camping is prohibited.
- d) Private occupancy is prohibited.
- e) Battery-powered wheelchairs by permit.
- f) Conducting business, promotions or advertising within the trail corridor without the express consent of the Langlade County Forestry and Recreation Committee and/or WDNR is prohibited.

- g) White Lake to Hwy. 64 and Lily to the County line only after connector trails are developed.
- h) Unlicensed motorcycles and pickup trucks will not be allowed on any segment of the corridor.

#### 4. Management

The multi-purpose Wolf River State Trail will be operated and managed by Langlade County according to State standards.

##### a. Trail Management

Maintenance of the Wolf River State Trail will involve sign replacement and trail grooming coordinated by the County. Periodic maintenance will include brush clearing and grading of the trail surface. County employees, county contractors and club members and volunteers will provide labor for the maintenance. Development and maintenance will meet WDNR Trail Standards.

##### b. Timber and Vegetation Management

The vegetation adjacent to the trail is representative of the great natural diversity that occurs in Northeastern Wisconsin. Most species are native or are considered to be naturalized thus requiring little vegetative management. Some management will be practiced to promote aesthetics, enhance wildlife, and protect trail users and facilities.

##### c. Wildlife Management

The trail passes through many ecosystems and will provide many opportunities to observe wildlife. Due to the limited land base, many wildlife management opportunities are precluded. Langlade County will cooperate with the WDNR and other groups interested in wildlife management in making the trail corridor available for wildlife management within the overall objectives of this Master Plan.

##### d. Ballast Rock

Ballast rock will be used for a trail base. Additional material (crushed limestone or crushed gravel) will be placed over the ballast rock to become the new trail surface. The County may sell ballast to municipalities and any funds generated from sales by this activity will be applied to trail development and maintenance.

##### e. Facility Management

Facilities associated with the Wolf River Recreational Trail (e.g., parking areas, picnic areas, restrooms, etc.), if any, will be designed and constructed in

compliance with State and local building codes and the American's with Disabilities Act (ADA). Facilities will be constructed as a cooperative effort between Langlade County and the WDNR based on user needs and available funding. Major repairs, i.e., bridge collapse, etc., will be covered under Chapter 30 by the WDNR. Decking and railing will be handled through the grant process by the County.

# EXHIBIT A

## Legal Description – Wolf River State Trail in Langlade County

### Section from the Forest/Langlade County Line south to White Lake

All that portion of the Wisconsin Central Ltd.'s Crandon to White Lake, Wisconsin Branch Line right of way and property between the Forest/Langlade County Line and Railroad Mile Post 280, now discontinued, varying in width on each side of the Wisconsin Central Ltd.'s Main Track centerline, as formerly located upon, over and across the following described real estate in Langlade County, Wisconsin:

Township 33 North. Range 13 East  
Sections 1, 2, 11, 14, 23, 26, 27, 34 and 35; Also,

Township 32 North. Range 13 East  
Sections 3, 2, 11, 12, 13, 25, 36; Also,

Township 32 North. Range 14 East  
Sections 18, 19, 30, 31 and 32; Also,

Township 31 North. Range 14 East  
Section 5.

### Section from White Lake south to the Menominee/Langlade County Line

All that portion of the Wisconsin Central Ltd.'s White Lake to Neopit, Wisconsin Branch Line right of way and property between Railroad Mile Posts 280 and the Langlade County/Menominee County Line at or about Railroad Mile Post 287, now discontinued, varying in width on each side of the Wisconsin Central Ltd.'s Main Track centerline, as formerly located upon, over and across the following described real estate in Langlade County, Wisconsin:

#### Township 31 North. Range 14 East

Section 5: the Southeast Quarter of the Southeast Quarter of the Southeast Quarter;

Section 8: the Northeast Quarter of the Northeast Quarter;

Section 9: the West Half; and the Southwest Quarter of the Southwest Quarter;

Section 16: the East Half; and the South Half of the Southwest Quarter; LESS AND EXCEPT that portion of said South Half of the Southwest Quarter of Section 16 lying Northerly of a line parallel with and 50 feet normally distant Northerly from said Main Track centerline;

Section 21: the Northwest Quarter of the Northwest Quarter; LESS AND EXCEPT that portion of said Northwest Quarter of the Northwest Quarter of Section 21 lying Northwesterly of a line parallel with and 50 feet normally distant Northwesterly from said Main Track centerline;

Section 20: the East Half; and the East Half of the Southwest Quarter; LESS AND EXCEPT that portion of the Northeast Quarter of said Section 20 lying Northwesterly of a line parallel with and 50 feet normally distant Northwesterly from said Main Track centerline and that portion of the Southeast Quarter of the Northeast Quarter of said Section 20 lying Southeasterly of a line parallel with and 50 feet normally distant Southeasterly from said Main Track centerline;

Section 29: the Northwest Quarter;

Section 30: the East Half; and the Southeast Quarter of the Southwest Quarter;

Section 31: the North Half of the Northwest Quarter; Also,

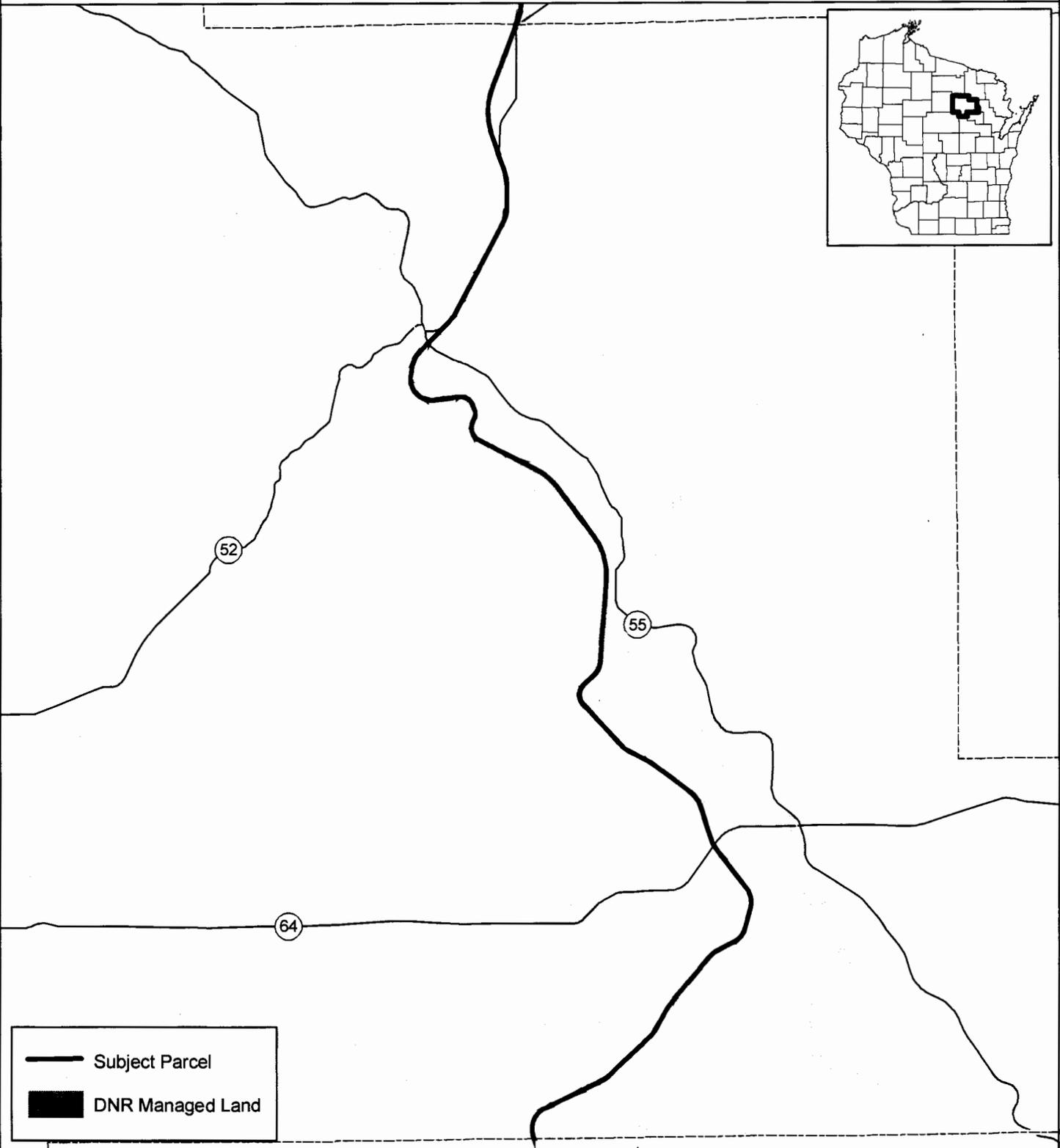
#### Township 31 North. Range 13 East

Section 36: the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; and the Southwest Quarter;

Hereinabove described property bounded on the Northerly side by said Mile Post 280; said Mile Post 280 located a distance of 30 feet, more or less, northerly from the South line of said Section 5, as measured along said Main Track centerline and bounded on the South by the South line of said Section 36; said South line of Section 36 also being the Langlade County/Menominee County Line.

# EXHIBIT B

## Wolf River State Trail - Langlade Co



— Subject Parcel  
■ DNR Managed Land



Created by Bureau of Facilities and Lands  
Real Estate Section  
March 5, 2007



# EXHIBIT C

## MEMORANDUM OF UNDERSTANDING BETWEEN LANGLADE COUNTY AND THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

### I. Introduction

The purpose of this Memorandum of Understanding, (MOU) is to set forth the agreements and understandings which have been reached between Langlade County, (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the acquisition, development, and operation of approximately 24 miles known as the "White Lake to Crandon" State Trail (trail). The property is owned by Wisconsin Department of Natural Resources.

The Department is interested in preserving the corridor for recreational trail purposes. The County is interested in developing, maintaining, and operating a recreational trail on the corridor. The County and the Department agree to work together to achieve their mutual goals as set forth below.

### II. Description of the Property

The property subject to MOU is described generally in the map provided with the MOU. The trail easement shall have an exact legal description attached as Exhibit A and a map attached as Exhibit B.

### III. Consideration

The Department has acquired the grade from the Forest/Langlade County line to Langlade/Menominee County line from the corridor owner. The DNR will execute a trail easement with the County for one dollar or other valuable consideration. This MOU shall be attached to the trail easement as Exhibit C. The County will develop, operate, and maintain the trail. The Department will not acquire land through the eminent domain process.

### IV. Obligations of the Department

1. The Department will convey by easement to the County the right to develop, operate, and maintain a recreational trail as a component of the state trail system.
2. The Department agrees to complete the environmental review process of the property pursuant to s.1.11, Wis. Stats., and Chapter NR 150, Wis. Adm. Code, and the Department represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOU exists that would

inhibit the ability of the County to possess and improve the property as contemplated by this MOU. If, however, such prohibitive conditions are discovered, either the Department shall take all steps reasonably necessary to remove such conditions or the intent of this MOU being frustrated, the MOU shall terminate.

3. The Department will work with the County to identify funding sources for the development of the trail.
4. The County will coordinate the official naming of the trail, with final approval of the name remaining with the Department of Natural Resources Board.
5. The Department will designate the trail as a "State Trail" under Section NR 51.73, Wis. Adm. Code. The trail will be included in any appropriate list of state trails.
6. The Department will make its Adopt-A-Trail program available to the County. The Department has an application process for groups interested in adopting a section of trail. This program is similar to the Department of Transportation's Adopt-A-Highway program.
7. **The Department agrees to have all bridges/tressels inspected by a certified engineer and convey all findings of said inspection to County. In addition, any weaknesses or deficiencies in the bridges/tressels will be identified and conveyed to the County.**

V. Obligations of the County

1. The County will participate in or conduct public meetings, which may be necessary for the establishment and development, management, and improvements of the trail project.
2. The County, with the assistance of the Department will coordinate and prepare a master plan, for the trail within two years of conveyance of the easement. Specific recreational uses will be determined through the master planning process.
3. The County will enter into an easement in perpetuity with the Department to accomplish the purposes contained in paragraph V. 4.
4. The County, within five years of the conveyance of the easement, will develop the trail **contingent on the County receiving grants or outside funding**. Thereafter, and during the term of this agreement, the County shall, maintain and operate the trail located within the County for recreational purposes, as funding becomes available. Until development occurs, the Department will assume all monitoring, enforcement, and maintenance responsibilities on the property.

5. The County agrees the trail will meet or exceed Department trail standards.
6. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, operation and maintenance of the recreational trail including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the Department against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. The Department agrees to cooperate with the County in securing any such permits or licenses by providing information and data upon request.
7. The County agrees that any signage or display material relating to the trail shall clearly identify the property is owned by the Department and under the management and control of the County. No commercial advertising shall be allowed on the property. The County may allow signs providing directional information about trail-related services. No specific business names, logos, or trademarks shall appear in signage within the trail corridor. The Department reserves the right to remove non-compliant signage located on the property.
8. The County, in connection with this MOU, shall open the facilities to the general public subject to reasonable rules and regulations, fees, and charges, as outlined below for the management and operation of the trail.
  - A. Rules and regulations.

Pursuant to section NR 45.02, Wis. Adm. Code, the Department retains management, supervision, and control over the premises for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the County on that part of the trail that the County conducts maintenance on. Areas outside of the "trail" are the sole responsibility of the Department, which includes enforcement of Department Chapter NR 45, Wis. Adm. Code. The County and other local units of government may adopt Chapter NR 45, Wis. Adm. Code provisions as ordinance.
  - B. Admission Fees.

The County must use the Department's trail pass fee program should it charge a fee on the trail. If admission fees are charged, the State Trail Pass, both annual and daily, the conservation patron license, and senior citizen recreation card issued by the Department shall be honored without additional admission charges. The County shall agree to waive all admission fees on State Parks Open House Day, date as

determined by the Department, and National Trails Day. National Trails Day is the first Saturday in June.

If the County uses the Department's trail pass fee program, the County may retain a commission to be used for trail operations and maintenance as provided for in s.27.01(8m), Stats. A separate Trail Pass Sales Agreement between the County and the Department will be executed, detailing the sales and remittance procedures. The County may use sub-vendors to sell the pass.

In the event ss.27.01(8) or (8m), Stats. is modified, the above section on admission fees shall automatically reflect the modification.

9. In the exercise of its right herein, including but not limited to the operation of the eased property as a recreational trail, the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve successors or designees.
10. The County may enter into agreement with a Friends Group which meets the criteria in section NR 1.71, Wis. Adm. Code. In recognition of the status of this trail as a State Trail, the Department shall also be a co-signer of any Friends agreement.
11. The County may enroll volunteers in the Adopt-A-Trail program sponsored by the Department, following Department policies and procedures.
12. The County will indemnify and hold harmless the Department and its employees against all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from the performance of this MOU by the County, its agents, contractors, servants, licensees, permittees, or employees. In case any action or proceeding is brought against the Department or its employees by reason of any such claim, the County, upon notice from the Department, will defend such action or proceeding.

## **VI. General**

1. This Memorandum of Understanding is subject to all applicable laws and regulations. The establishment of this trail is subject to approval by the Natural Resources Board and Governor.
2. This Memorandum of Understanding may be revised by mutual written agreement of the Department and the County.

3. The Department must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the trail corridor, but the County will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for the driveways and road crossings will be provided to the County. If requests conform to the guidelines, they will be referred to the Department for executing an easement, lease, or agreement. If the requests do not conform to Department guidelines, the **Department** will deny the request. The Department retains the right to issue other non-conflicting easements, leases, or permits but shall make every effort to not enter into agreements that would physically alter the trail or its uses. All proceeds from these transactions shall be payable to the Department.
4. An annual meeting between the County and Department will take place to review development and acquisition progress, operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the trail project.
5. This MOU shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.
6. The Department has no obligation to develop, operate or maintain the trail at any time.

## **VII. Termination**

1. County. The County may terminate their Memorandum of Understanding or the easement from the Department by providing to Department ninety (90) days written notice of said termination. In the event the County terminates this Memorandum of Understanding or the easement from the Department, the County will assume compliance responsibility for any state or federal recreation grant obtained for trail development and support purposes.
2. Department. The Department may terminate this Memorandum of Understanding or the easement with the County in the event that:
  - A. The County breached any term or condition in the Memorandum of Understanding or the easement and said breach remains uncorrected for a period of sixty (60) days from the receipt of the Department's written notification of said breach by the County. In the event the County breached any term or condition of their Memorandum of Understanding or the easement from the Department, the County will assume compliance responsibility for any state or federal recreation grant fund assisted areas.

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- B. The Department determines that the continued use of the premises as a recreational trail would be inconsistent with the management needs or objectives of the Department or the State of Wisconsin. In exercising its termination rights under this provision the Department shall give the County 180 days notice of termination and reimburse the County for developed improvements, subject to consideration of any state or federal grant funds used in the development of the improvements and the availability of future appropriations. The Department will assume compliance responsibility for any federal recreation grant fund assisted areas.

IN WITNESS WHEREOF, Department and the County have caused this memorandum to be executed in their respective names by their respective duly authorized representatives.

LANGLADE COUNTY

By Michael P. Klimoski  
Michael Klimoski, County Brd. Chmn.

5-27-04  
Date

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By P. Scott Herrett  
Secretary

7/13/09  
Date

393159

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

Cooperative State Trail Easement  
Section 23.09(10), Wis. Stats.  
Form 2200-161 (09-04)

BY THIS INDENTURE, the State of Wisconsin, Department of Natural resources, hereinafter referred to as DEPARTMENT, in consideration of One (\$1.00) Dollar and the mutual covenants hereinafter set forth, does hereby convey to Langlade County, hereinafter referred to as the COUNTY, a nonexclusive easement for the purpose of developing, operating, repairing and maintaining a recreational trail on the following described property in the State of Wisconsin:

The land subject to this conveyance is identified in the legal description, Exhibit(s) A and the maps attached as Exhibit(s) B hereinafter referred to as the "Property".

This space reserved for recording data:

REGISTER OF DEEDS  
*Madison*

Return to: *DNR*  
*Po Box 7921*  
*Madison WI*

2007 APR 4 PM 2 03

LANGLADE COUNTY, WI  
RECEIVED FOR RECORD

*53791-9087*

1. The COUNTY shall have the right to develop, maintain, operate and repair, a recreational trail on the above-described lands [located within the corridors of the former railroad grade, AKA "Wolf River State Trail"] for the purpose of bicycling, walking, snowmobiling or other mutually agreed upon compatible uses, as determined through the master planning process as referenced in the Memorandum of Understanding signed May 27, 2004 , marked as Exhibit C, attached hereto and made a part hereof.
2. The title to the eased premises shall automatically revert to and revest in the DEPARTMENT without reentry upon the abandonment of the use of the same for recreational trail purposes or upon non-use of the same for a period of two years.
3. All ~~fencing, surveying,~~ signing, and similar activities, which are related to the development, maintenance, and operation of the trail shall be the responsibility of the COUNTY.
4. The DEPARTMENT reserves the right to convey other easements on the eased property including utility easements in and to the eased property. The DEPARTMENT must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the trail corridor, but the COUNTY will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for the driveways and road crossings will be provided to the COUNTY. If requests conform to the guidelines, they will be referred to the DEPARTMENT for executing an easement, lease, or agreement. If the requests do not conform to DEPARTMENT

TRANSFER FEE  
RECORDING FEE *6021.42*

12

guidelines, the COUNTY DEPARTMENT will deny the request. All proceeds from these transactions shall be payable to the DEPARTMENT. If the DEPARTMENT conveys any additional easements within the above- described property, the DEPARTMENT will require the respective grantees to restore the recreational trail to the satisfaction of the COUNTY.

5. The COUNTY will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the recreational trail or any portion of the eased premises.
6. The COUNTY shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement.
7. The DEPARTMENT reserves no control over the employment, discharge, compensation of or services rendered by the COUNTY employees or contractors, and the COUNTY shall be and remain an independent party, and nothing herein shall be construed as inconsistent with the status or as creating or implying any partnership or joint venture between the COUNTY and DEPARTMENT and employees of the COUNTY or employees of any contractor shall not be considered DEPARTMENT employees.
8. In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational trail, the COUNTY shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.
9. In connection with the performance of any work under the easement, the COUNTY agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY agrees to take affirmative action to ensure employment opportunities for persons with physical disabilities.
10. The DEPARTMENT and the COUNTY agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the subject property. Pursuant to s. NR 45.01(1), Wisconsin Administrative Code, the DEPARTMENT retains management, supervision, and control

over the property for the purpose of enforcing Chapter NR 45, Wisconsin Administrative Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the COUNTY.

11. Boundary disputes, trespass and other claims shall be the responsibility of the COUNTY DEPARTMENT. The DEPARTMENT upon mutual agreement of both parties may sell remnants of the property not needed for recreational trail purposes. Any such sales are subject to approval of the Natural Resources Board and the Governor and also subject to item 14 below. Should any of the adjacent landowners challenge County's and/or the State of Wisconsin's right to develop this trail by way of court action in either State or Federal court, or by other judicial or administrative challenge, the State will fully defend its rights to develop, in conjunction with the COUNTY, the trail which is the subject of this easement agreement.

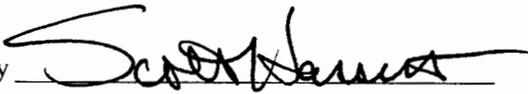
12. The COUNTY agrees to save, keep harmless, defend, and indemnify the DEPARTMENT, and all of its officers, employees agents against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the COUNTY'S occupancy, use, service, operation, or performance of work in connection with this easement, except for any liability, claim or cost resulting from the negligent or intentional acts or omissions of the DEPARTMENT, its officers, employees or agents.

13. This easement shall be deemed in effect as of the date signed by the Grantee and accepted by the Grantor.

If the land subject to this conveyance is subject to reversion to rail use item 14 below shall apply.

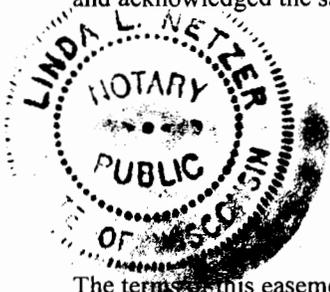
14. This conveyance is being made subject to future restoration and reconstruction of the property for railroad purposes and subject to reservations, exceptions and easements, leases, agreements and permits authorized by the former railroad company or the DEPARTMENT prior to the execution of this easement. Grantor shall provide no less than one (1) year written notice of the necessity for the reestablishment of railroad service.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By   
Scott Hassett, Secretary

STATE OF WISCONSIN )  
 ) ss.  
Dane County )

Personally appeared before me this 13<sup>th</sup> day of March 2007, the above named Scott Hassett, Secretary of the Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Linda L. Netzer

Notary Public, State of Wisconsin  
My commission expires/is 10-24-2010

The terms of this easement are accepted for and on behalf of Langlade County this      day of      , 20

LANGLADE COUNTY

By Michael P. Klimoski

Printed name: Michael P. Klimoski

Title: Langlade Co. Board Chairman

STATE OF WISCONSIN )  
 ) ss.  
Langlade County )

Personally appeared before me this 15<sup>th</sup> day of March 2007, the above named Michael Klimoski to me known to be the person who executed the foregoing instrument and acknowledged the same.



Teresa V. Poltrushko

Notary Public, State of Wisconsin  
My commission (expires)(is) 10-31-2010

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