

**FISHERIES STREAMBANK  
CORRIDOR EASEMENT**

State of Wisconsin  
Department of Natural Resources  
P.O. Box 7921  
Madison, WI 53707

Wis. Stats. ss. 23.09(2)(d)3, 23.094, 29.617  
Form 2200-30A

**THIS FISHERIES STREAMBANK CORRIDOR EASEMENT** (hereinafter referred to as the "Easement") is made by and between **Michael J. Platter and Sheri L. Platter, husband and wife** (hereinafter referred to as "Grantor") and the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Grantee").

**RECITALS**

**WHEREAS**, the Grantor is the owner of fee simple title to certain real estate located in the **Dunn** County, State of Wisconsin, with the stream known as **Wilson Creek** (hereinafter referred to as the "Stream") traversing Grantor's property at certain locations;

**WHEREAS**, Grantee desires to obtain an Easement across, on and over that portion of the Grantor's property adjacent to the Stream for the purpose of managing in-stream and riparian habitat and providing public access for angling, wildlife observation and the enjoyment of scenic beauty;

**WHEREAS**, the location of said Easement is shown on Exhibit "A" attached hereto and made a part hereof and more particularly described below and it is intended that the area of the Easement shall move consistent with any movement of the Stream within the limits of the legal description that it flows through:

**Township 28 North, Range 13W**  
**A part of Section 7 and Section 8:**

A strip of fast and unflowed land 66 feet on One bank (1-bank) of the Stream (hereinafter referred to as the "Premises") which includes the stream bed and all connecting bays, bayous, backwaters and springheads within the Easement as it flows through the following described property:

Lot 2 of Certified Survey Map No. 4474, as recorded in Vol. 22 of Certified Survey Maps, Page 74, as Doc. No. 631131; being part of the SW¼ of the SW¼ of Section 5; part of the NE¼ of the NE¼ of Section 7 and part of the NW¼ of the NW¼ of Section 8, All in Township 28 North, Range 13 West, Town of Menomonie, Dunn County, Wisconsin.

**NOW, THEREFORE**, for and in consideration the sum of **\$8,000.00 (Eight Thousand Dollars)** and the mutual terms and conditions hereinafter contained, Grantor conveys to the Grantee, its successors and assigns, this Easement.

It is understood by the Grantor and the Grantee that this grant of this Easement is subject to the following conditions:

I. **RIGHTS OF THE GRANTEE**

A. The public shall have the right:

- i. To enter upon and utilize the Premises to the extent necessary for the full enjoyment and use of the rights and privileges granted by this Easement;

**Recording Area**

Return: Department of Natural Resources  
Bureau of Facilities & Land - LF/6  
P.O. Box 7921  
Madison, Wisconsin 53707-7921  
Attn: AUBREY JOHNSON (FM-10574)

**Parcel Identification Number (PIN):**

17016-2-281308-220-0007

- ii. To catch and take fish from the waters thereon by legal means;
- iii. To observe wildlife and enjoy scenic beauty.

Public travel on the Premises shall be by foot, snowshoe or ski. The Grantee shall not develop a trail unless permitted by the Grantor in a separate document.

B. The Grantee shall have the right:

- i. To protect and develop the waters within the Premises by the installation and maintenance of stream improvement measures deemed necessary by the Grantee for the purpose of managing instream habitat and the fishery therein;
- ii. To post signs on the Premises in order to delineate authorized public use;
- iii. To protect the Premises from erosion by the installation and maintenance of mechanical and physical means such as fencing, machinery crossings, livestock crossings, livestock watering areas, stream bank riprap, and stream bank grading;
- iv. To cut, maintain, or plant trees, shrubs or plants where and to the extent deemed necessary for the protection of stream riparian area;
- v. To manage fish and wildlife habitat and populations within the Premises, including the removal or destruction of beaver dams.

If required by law, the Grantor shall co-apply with the Grantee for any and all federal, state and local licenses, permits or approvals necessary for exercising the rights granted to the Grantee pursuant to this easement. The Grantee shall pay all fees and incidental expenses for permits, approvals or licenses applied for pursuant to this Easement.

C. The Grantee, its employees, officers, and agents shall have the right of ingress and egress from the Premises across all contiguous lands owned by the Grantor for the purpose of carrying out the rights which are provided for in Paragraph I.B., and for the purposes of assessing and maintaining the aquatic community. It is understood that field roads, roadways, passageways, lanes or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travel ways exist. The Grantor may provide a designated route to and from the Premises which the Grantee shall use if said route is reasonably convenient. The Grantee shall notify Grantor of its intention to cross Grantor's contiguous lands at least 24 hours prior exercising this right.

D. To the extent authorized by law, the Grantee assumes the responsibility for the adjustment and payment of damages arising from the operation of the Premises as a public fishing area, but within the limits of the funds available for such purpose pursuant to s. 29.617, Stats. The Grantor shall submit a verified statement of the resultant damage to his/her property within 10 days from the date such alleged damage was first noted by the Grantor. The Grantor's failure to report this damage within the prescribed time period shall bar any recovery herein provided.

## II. COVENANTS OF GRANTOR

A. The Grantor shall cooperate in protection and maintenance of any wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring on the Premises by not draining or tiling or not permitting the draining or tiling, through the transfer of appurtenant water rights or otherwise, of any said wetlands by not ditching or any other means; by not filling in with earth or any other material any low areas on said wetlands; and by not burning any areas covered with marsh vegetation. On the Grantor's contiguous lands, Grantor may not adversely affect the natural flow of surface or underground waters into, within and out of the Premises. Existing tiles draining lands outside the Premises may be maintained and/or replaced

by the Grantor, including maintaining and/or replacing tiles that are in the Premises in accordance with applicable regulations.

- B. The Grantor shall not change the general topography of the landscape and stream frontage of the Premises from its present condition.
- C. The Grantor may not burn vegetation, till soil, crop, graze, mow/cut the vegetation (including trees/shrubs), or apply chemical on the Premises without prior written approval of the Grantee (except as provided by noxious weed control laws).
- D. The Grantor shall not place within the Premises any sign, billboard, or outdoor advertising structure except signs which protect the Grantor's retained rights.
- E. The Grantor shall not place or erect any new structures upon or in the Premises unless otherwise provided for in this Easement.
- F. The Grantor shall not dump or place ashes, trash, garbage, sewage, sawdust, manure piles or any unsightly or offensive material upon or in the Premises.
- G. The Grantor shall neither lease nor convey any other easement on the Premises which in any way affects the use and enjoyment of this Easement without the prior written permission of the Grantee.

### III. RESERVED RIGHTS OF GRANTOR

- A. The Grantor shall have the right to sell, give or otherwise convey the Premises, provided such conveyance is subject to the terms of this Easement.
- B. The Grantor may use the Premises in the same manner as the general public.
- C. The Grantor controls the Premises for hunting and trapping in accordance with applicable regulations, except as provided for in I.B.V.
- D. The Grantor may use the water in the Stream to water cattle and other stock at locations approved in writing by the Grantee.

### IV. GENERAL PROVISIONS

- A. The parties hereto confirm and agree that the recitals set forth at the beginning of this Easement are true and correct and incorporate the same herein for all purposes.
- B. The Grantor releases the Grantee from any claims of damage which may arise as a result of floods and flash floods on the Premises and adjoining lands.
- C. The specific owners named as Grantor in this Easement, and each of their respective successors and assigns as fee simple owners of their property respectively shall cease to have further liability under this Easement with respect to facts or circumstances first arising after the Grantor has transferred their fee simple interest in their property, respectively, except, however, for obligations that accrued during the party's period of ownership of title.
- D. This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be modified or amended except by a written document executed and acknowledged by all parties to this Easement and duly recorded in the appropriate office of the Register of Deeds.

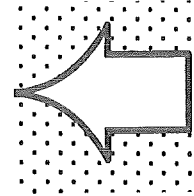
- E. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- F. It is intended that this Easement shall be construed as being an adequate and legally enforceable agreement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
- G. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- H. The terms Grantor and Grantee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be and the provisions of this Easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns and shall run with the land.
- I. Other Conditions: None

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor has conveyed this easement to be executed on their behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_(SEAL)  
\*Michael J. Platter

\_\_\_\_\_(SEAL)  
\*Sheri L. Platter



**SIGN  
HERE**

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

Personally, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the above- named Michael J. Platter and Sherri L. Platter, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



\*\_\_\_\_\_(T/P)  
Notary Public, State of Wisconsin  
My commission (expires) (is) \_\_\_\_\_

IN WITNESS WHEREOF, the Grantee has agreed to and caused this Easement to be executed on its behalf this \_\_\_\_\_ day \_\_\_\_\_, 2019.

State of Wisconsin  
Department of Natural Resources  
For the Secretary

By \_\_\_\_\_ (SEAL)  
Terry H. Bay  
Facilities and Land Bureau Director

State of Wisconsin        )  
                                  ) ss.  
Dane County                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named Terry H. Bay, Facilities and Land Bureau Director, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

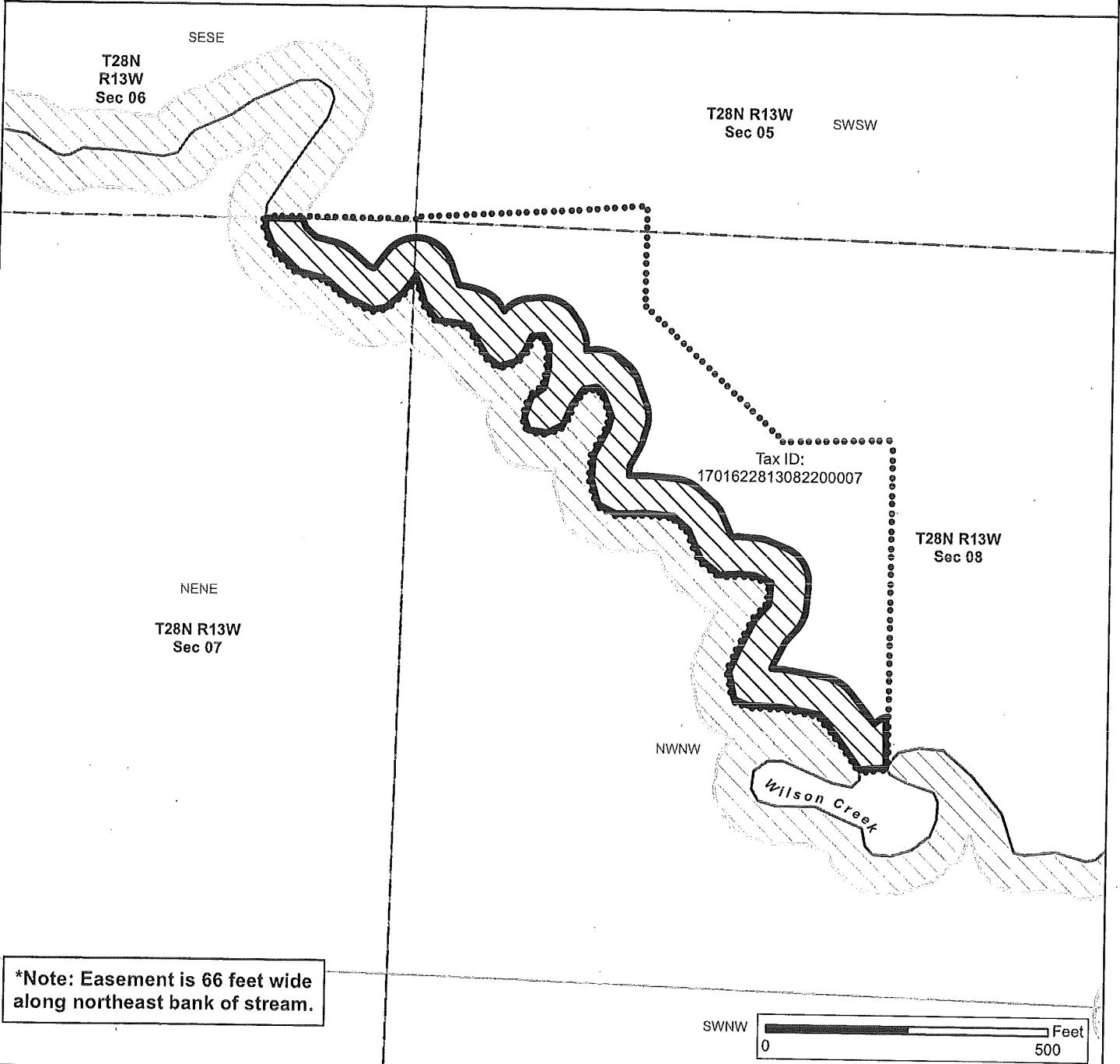
\_\_\_\_\_  
\*Aubrey F. Johnson  
Notary Public, State of Wisconsin  
My Commission (expires)(is) \_\_\_\_\_11/06/20\_\_\_\_\_

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

# Exhibit "A"

## Wilson Creek - T28N R13W Secs. 7 & 8, Town of Menomonie, Dunn County

The data set forth in this exhibit has been obtained from various sources and is of varying, age, reliability and resolution. This exhibit is for illustrative purposes only. No warranty, expressed, or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this exhibit. In the event of any conflicts between the easement to which this exhibit is attached and this exhibit, the easement shall control.



### Stream Bank Easement



Premises



Grantor's Property



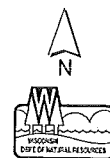
Existing Streambank Easement



Section Boundary

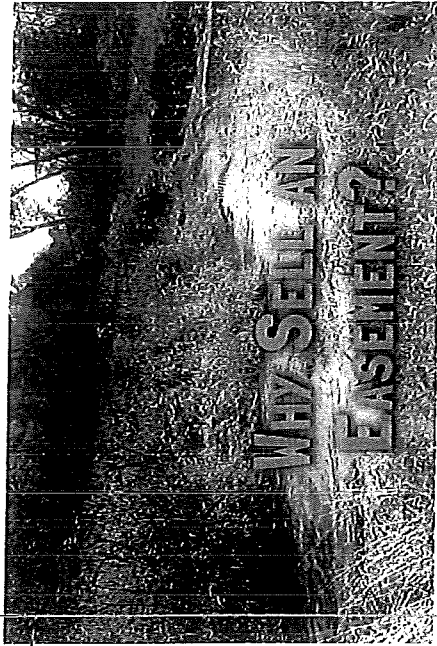


QQ Section Boundary



Aug 21, 2019 jst

Real Estate Section  
Bureau of Facilities and Lands



**Signing an easement leaves a conservation legacy for future generations:**

- It helps ensure permanent protection of your land along the stream
- An easement may be the least expensive solution to correct environmental problems
- The landowner retains the rights on the majority of their property.
- The cash payment can be significant, with no spending restrictions
- Easements may qualify the seller for other financial assistance such as help with fencing costs and livestock management, erosion control and stream restoration work

## **MANAGING FOR THE FUTURE...**

In general, DNR purchases the rights to:

- Manage vegetation along the stream bank.
- Manage instream habitat.
- Provide public access for fishing (excludes hunting and trapping).

## **WHAT IS A STREAM BANK PROTECTION EASEMENT?**

A stream bank easement is a voluntary legal agreement between a landowner and the Department of Natural Resources that provides for public angling and other recreation while protecting fisheries, water quality and riparian areas for the future. A stream bank easement includes the right to improve stream habitat, fence livestock out of the stream corridor, manage streamside vegetation, prohibit streamside development and provide public access for angling, wildlife observation and hiking. The department retains easement rights if the landowner sells the land.

## **WHAT LAND IS ELIGIBLE?**

The department maintains maps for streams and DNR properties that are eligible for stream bank protection funding. Over 3,070 miles of streams located in 44 counties are eligible.

Maps are available  
online - please visit  
[dnr.wi.gov](http://dnr.wi.gov) and search  
keyword "stream-bank."

The Stream Bank Easement Program focuses on protecting land bordering streams designated as "high quality" by the Wisconsin Department of Natural Resources. These stream corridors (a minimum of 66 feet from each stream bank) protect water quality, wildlife habitat and recreational opportunities.

# **EASING INTO THE FUTURE**



*Wisconsin landowners  
can leave a legacy of conservation  
for those who will come after.*



Stream Bank  
Protection Program  
FUS-FH-236-14

Photo: Tim Romano



# PROTECTING YOUR LEGACY...

## HOW ARE EASEMENTS PURCHASED?

If you are interested in an easement, you can arrange to meet with DNR staff. They will answer any questions you may have, including the terms of a proposed easement. Terms may vary with each site, depending on the landowner's goals and conservation plans.

Once the terms of the easement are agreed upon, a professional appraiser will estimate the market value of the easement.

When the appraisal is completed and the value of the easement has been estimated, the landowner has the right to either accept or reject the offer.

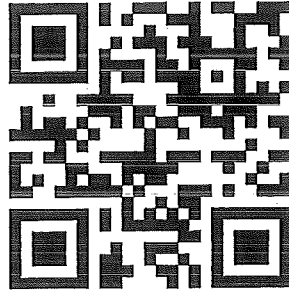
## RESPONSIBILITIES

Specific rights are purchased within the easement boundary.

In general, the landowner gives up rights to:

- Plant or harvest crops
- Graze livestock (exceptions may be granted)
- Build structures
- Disturb the natural landscape
- Alter existing drainage or water levels

VISIT US ON THE WEB AT...



**DNR.WI.GOV**

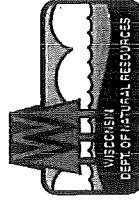
For application materials, more information about the stream bank protection program and a list of eligible streams visit [dnr.wi.gov](http://dnr.wi.gov) and search keyword "streambank"

## RIGHTS

When you sell an easement you maintain your exclusive rights to hunt and trap. You may still invite others to hunt or trap on the easement, but the general public will not have access unless you wish to enroll that land in a separate agreement to allow hunting and trapping on your land.

## LIABILITY

The recreational immunity statute immunizes property owners against liability "for any injury to a person engaged in a recreational activity" on the owner's property. You will not be held liable for injuries associated to with public access on your easement.



Wisconsin Department  
of Natural Resources  
Box 7921  
Madison, WI 53707

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