464284

Document Number

COVENANT OF DEDICATION

Document Title

RECORDS VOL 254 PAGE 321

REGISTER'S OFFICE
County of Monroe, Wis.
Received for record this 2
day of Apr A.D., 1998
at 8:30 o'clock A M.
Vicky Jo Dittman Registers
16.00 (14.00 pd + 2.00 chg + 5.25 cc) +

Recording Area

Name and Return Address
JAY S CARMICHAEL
CARMICHAEL LAW OFFICES SC
916 OAK ST
PO BOX 725
TOMAH WI 54660-0725

Parcel Identification Number (PIN)

"THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE"

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517. . WRDA 2/96*

INDEXED

G/S Correction - 3/1/R 630

COVENANT OF DEDICATION

Scott Cranberry Marsh, Inc., a Wisconsin Corporation herein after referred to as "Owner", stipulates to the following statements of fact; and further agrees to restrict the use and title of the realty described in Attachment 1 to this document (hereinafter referred to as the "Land") in accordance with the terms and conditions set forth herein.

STIPULATIONS OF FACT

1. That "Owner" is the applicant for Department of the Army permit, number CENCSCO-R (95-02988-IP-BCN) to discharge fill material in wetlands adjacent to Creek (28-2) in Jackson County, Wisconsin; and that the U.S. Army Corps of Engineers has regulatory jurisdiction over the discharge of dredged or fill material into said wetlands pursuant to Section 404 of the Clean Water Act. (33 USG 1344).

2. That "Owner" is the owner in fee of real estate described on Exhibit "A" attached here to and made a part hereof by reference thereto.

3. That "Owner" and the St. Paul District of the U.S. Army Corps of Engineers have reached an agreement whereby "Owner" will be permitted to discharge fill material in wetlands in accordance with the terms and conditions of Department of the Army permit number CENCSCO-R (95-02988-IP-BCN); and that in consideration for said placement of fill in the wetland, "Owner" will provide mitigation for the adverse environmental effects resulting from the placement of fill material in the wetland by dedication the realty described in Attachment 1 for perpetual use as a conservancy area in accordance of the terms and conditions of the document and the above-mentioned permit.

4. That the above-mentioned dedication shall consist of the execution of this document by all parties necessary to restrict the use and title of the land; and that this document shall be recorded in the office of the Register of Deeds of Monroe, County, Wisconsin.

5. That upon receipt of the certified copy of this document, as recorded in the Office of the County Register of Deeds of Monroe County, Wisconsin, The District Engineer of the St. Paul District of the U.S. Army Corps of Engineers will issue a validated permit, number CENCSCO-R (95-02988-IP-BCN) to "Owner"; and that said permit shall be issued in consideration for the execution of this covenant.

6. That the terms and conditions of this Covenant of Dedication shall, as of the date of execution of this document, bind "Owner" to the extent of its legal and/or equitable interest in the land; and that this covenant shall run with the land and be binding on "Owner" and its successors and assigns forever.

7. That the terms and conditions of this covenant shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Land or any part thereof, and that any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Land set forth the terms and conditions of this document either by reference to this document or set forth in full text.

[redacted] [redacted]

RECORDS
VOL 254 PAGE 323

DEED AND USE RESTRICTIONS

Scott Cranberry Marsh, Inc., hereby warrants that it is the owner in fee of the realty described in Attachment 1; and that the Land is hereby dedicated in perpetuity for use as a conservancy area.

"Owner" hereby agrees to restrict the use and title of the Land as follows:

1. There shall be not construction or placement of buildings or mobile homes, fences, signs, billboards or other advertising material, or other structures, whether temporary or permanent, on the land.

2. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals or other materials.

3. There shall be no building of roads or paths for vehicular travel nor any change in the topography of the land.

4. There shall be no removal, destruction, or cutting of trees or plants, spraying with biocides, insecticides, or pesticides.

5. There shall be no grazing of animals, farming, tilling of soil, or other agricultural activity.

6. There shall be no dumping of ashes, trash, garbage, rubbish, debris, vehicle bodies or parts, waste or other unsightly or offensive material.

7. There shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other type of motorized vehicle on the land.

8. This Covenant of Dedication may be changed, modified or revoked only upon written approval of the District Engineer of the St. Paul District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Wisconsin.

9. The undersigned hereby certifies that he is empowered and authorized by a resolution of the Board of Directors of Owner to execute this Covenant of Dedication.

By: _____
Craige Scott, President
Scott Cranberry Marsh, Inc.

Executed before me this 19 day of Sept, 1996, by Craige Scott, who is personally known by me to be the President of Scott Cranberry Marsh, Inc.

_____
Notary Public Jay S. Carmichael
Monroe County, Wisconsin
My commission ~~expires~~ is permanent.

THIS INSTRUMENT PREPARED BY:
Jay S. Carmichael

464284

RECORDS
VOL 254 PAGE 324

EXHIBIT "A"

A parcel of land located in the Northwest Quarter of the Northeast Quarter (NW¼ - NE¼), the Southwest Quarter of the Northeast Quarter (SW¼ - NE¼), the Southeast Quarter of the Northeast Quarter (SE¼ - NE¼) and the Northeast Quarter of the Northeast Quarter (NE¼ - NE¼), Section Six (6), T17N-R1E, Town of Oakdale, Monroe County, Wisconsin, described as follows: Commencing at the Northeast corner of said Section 6; thence S01°58'06"E along the East line of said Section 6, 2611.53 feet to the centerline of a drainage ditch; thence N87°34'54"W along the centerline of said drainage ditch, 1625.21 feet; thence N02°01'30"W parallel to the West line of said NW¼-NE¼ and SW¼-NE¼, 2596.12 feet to the North line of said Section 6; thence S88°07'48"E along said North line of Section 6, 1626.66 feet to the Northeast corner of said Section 6 and the point of commencement. Said parcel contains 96.94 acres of land and is subject to all easements, covenants, restrictions and right-of-ways of record. EXCEPTING THOSE LANDS DESCRIBED IN VOL. 76 RECORDS AT PAGE 653.

485542

Document number

AFFIDAVIT OF CORRECTION

RECORDS VOL 311 PAGE 630

REGISTER'S OFFICE
County of Monroe, Wis.
Received for record this 28
day of Mar, 20 00
at 3:49 o'clock P M.
John D Burkesp Registers

2000 pd 5

Recording area

CHOICE RET TO WESTLAND SAVINGS

Name and return address

Carmichael Law Offices, S.C.
P.O. Box 725
Tomah, WI 54660

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, Jay S. Carmichael, hereby swears or affirms that a certain document which was titled as follows: Covenant of Dedication (type of document), recorded on the 2nd day of April, 1992 (year) in volume 254 Rec., page 321, as document number 464284 and was recorded in Monroe County, State of Wisconsin, contained the following error (if more space is needed, please attach addendum):

The description was erroneous

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum):

Parcel identification number (PIN)

See Exhibit "A" attached for the description intended to be included in the Covenant of Dedication.

A copy of the original document (in part or whole) ☒ is ☐ is not attached to this Affidavit (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

Dated: 3-15-00 Signed:

•Jay S. Carmichael

State of Wisconsin)
) ss.
County of Monroe)

Subscribed and sworn to (or affirmed) before me this 15th day of March, 2000.

Teresa A. Simon

• Teresa A. Simon
Notary Public, State of Wisconsin
My Commission (expires) (is): 8/12/01

AFFIANT is the (check one):

X Drafter of the document being corrected.
Owner of the property described in the document being corrected.
Other - explain:

This instrument is drafted by: Jay S. Carmichael

THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

RECORDING VOL 311 PAGE 631

EXHIBIT "A"

A parcel of land located in the Northwest Quarter of the Northeast Quarter (NW¼ - NE¼), the Southwest Quarter of the Northeast Quarter (SW¼ - NE¼), the Southeast Quarter of the Northeast Quarter (SE¼ - NE¼) and the Northeast Quarter of the Northeast Quarter (NE¼ - NE¼), Section Six (6), T17N-R1E, Town of Oakdale, Monroe County, Wisconsin, described as follows: Commencing at the Northeast corner of said Section 6; thence S01°58'06"E along the East line of said Section 6, 2611.53 feet to the centerline of a drainage ditch; thence N87°34'54"W along the centerline of said drainage ditch, 1625.21 feet; thence N02°01'30"W parallel to the West line of said NW¼-NE¼ and SW¼-NE¼, 2596.12 feet to the North line of said Section 6; thence S88°07'48"E along said North line of Section 6, 1626.66 feet to the Northeast corner of said Section 6 and the point of commencement. Said parcel contains 96.94 acres of land and is subject to all easements, covenants, restrictions and right-of-ways of record. EXCEPTING THOSE LANDS DESCRIBED IN VOL. 76 RECORDS AT PAGE 653 AND THOSE LANDS LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ OF NE¼), SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE ONE (1) EAST, MONROE COUNTY, WISCONSIN, LYING NORTH OF GROSBECK AVENUE.

RECORDS
VOL 311 PAGE 632

464284 ✓
Document Number

COVENANT OF DEDICATION
Document Title

RECORDS
VOL 254 PAGE 32

REGISTER'S OFFICE
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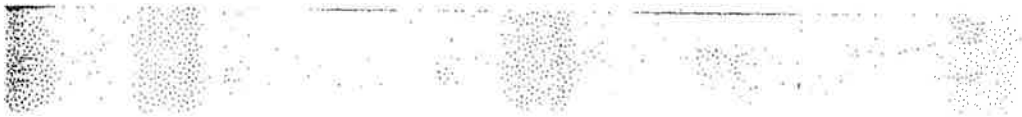
Name and Return Address
JAY S CARMICHAEL
CARMICHAEL LAW OFFICES
916 OAK ST
PO BOX 725
TOMAH WI 54660-0725

Parcel Identification Number (PIN)

"THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE"

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



RECORDS VOL 311 PAGE 633

RECORDS VOL 254 PAGE 32

COVENANT OF DEDICATION

Scott Cranberry Marsh, Inc., a Wisconsin Corporation herein after referred to as "Owner", stipulates to the following statements of fact; and further agrees to restrict the use and title of the realty described in Attachment 1 to this document (hereinafter referred to as the "Land") in accordance with the terms and conditions set forth herein.

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RECORDS VOL 311 PAGE 634

RECORDS VOL 254 PAGE 323

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By: _____
Craige Scott, President
Scott Cranberry Marsh, Inc.

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Notary Public Jay S. Carmichael
Monroe County, Wisconsin
My commission ~~expires~~ is permanent.

THIS INSTRUMENT PREPARED BY:
Jay S. Carmichael

485542

RECORDS VOL 311 PAGE 635

464284

RECORDS VOL 254 PAGE 32

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