

2015 DRAFTING REQUEST

Bill

Received: **8/26/2015** Received By: **rkite**
For: **Robert Cowles (608) 266-0484** Same as LRB:
May Contact: By/Representing: **Toni**
Subject: **Nat. Res. - nav. waters** Drafter: **rkite**
Addl. Drafters:
Extra Copies:

Submit via email: **YES**
Requester's email: **Sen.Cowles@legis.wisconsin.gov**
Carbon copy (CC) to: **elisabeth.shea@legis.wisconsin.gov**
zachary.wyatt@legis.wisconsin.gov

Pre Topic:

No specific pre topic given

Topic:

Granting lakebed land to Brown County

Instructions:

See attached

Drafting History:

| <u>Vers.</u> | <u>Drafted</u> | <u>Reviewed</u> | <u>Proofed</u> | <u>Submitted</u> | <u>Jacketed</u> | <u>Required</u> |
|--------------|--------------------|----------------------|----------------|---------------------|-----------------|----------------------|
| /? | rkite 9/1/2015 | | _____ | | | |
| /P1 | rkite 9/15/2015 | anienaja 9/3/2015 | _____ | lparisi 9/3/2015 | | State S&L Lake |
| /1 | | anienaja | _____ | lparisi | mbarman | State |

| | | | | | | |
|--------------|----------------|------------------------------|-------------------------|-------------------------------|------------------------------|--------------------------------|
| <u>Vers.</u> | <u>Drafted</u> | <u>Reviewed</u> 9/15/2015 | <u>Proofed</u> _____ | <u>Submitted</u> 9/15/2015 | <u>Jacketed</u> 9/22/2015 | <u>Required</u> S&L Lake |
|--------------|----------------|------------------------------|-------------------------|-------------------------------|------------------------------|--------------------------------|

FE Sent For:

*at intro
9/30/15*

<END>

Kite, Robin

From: Herkert, Toni
Sent: Tuesday, August 25, 2015 3:23 PM
To: Kite, Robin
Subject: FW: legislation request for Renard Island Causeway
Attachments: Causeway Lakebed Grant.pdf; Lake Bed Grant Description.docx; Corps Real Estate Requirments.pdf; Notice 2nd by Corp to acquire easement and lakebed.pdf; Legal opinion on Chapter 30 verse Lakebed.pdf; Temporary Construction easement-Renard Island.pdf; DNR Causeway Permit.pdf; Green Bay support letter.pdf; Corps Response to MBF legal opinion April 2015.pdf; 1977 WI Act 15.pdf; 2005 WI Act 390 Cat Island LakeBed.pdf

Robin,

Attached you will find all the documentation on the Lake Bed request for the causeway to Renard Island in the Bay of Green Bay. The legal option on Chapter 30 and the Corps response to the legal opinion really provide the greatest background information. I have also attached (only word document) the legal description for the causeway and also the original 1977 Lake Bed grant for Renard Island. To refresh your memory, I have also attached 005 WI Act 390 that you drafted for Cat Island (also in the Bay of Green Bay).

It was my hope that we could simply amend the original 1977 lake bed grant to include the causeway since they will be part and parcel of one large recreation/natural area in Brown County.

Please let me know if you have any questions. Rob would like to have this drafted as quickly as you can fit it into your schedule. In addition, I have reviewed all of the above documentation so if you have any quick questions feel free to give me a call.

Thanks so much for your help Robin!
Toni

Toni R. Herkert
Policy Analyst
Office of State Senator Rob Cowles
2nd Senate District
(608) 266-0484 or Toll-Free: 800-334-1465
State Capitol
PO Box 7882
Madison, WI 53707

From: Smith, Ryan
Sent: Thursday, August 20, 2015 1:28 PM
To: Herkert, Toni <Toni.Herkert@legis.wisconsin.gov>
Subject: FW: legislation request for Renard Island Causeway

From: Haen, Dean R. [mailto:Haen_DR@co.brown.wi.us]
Sent: Thursday, August 13, 2015 10:29 AM
To: Sen.Cowles <Sen.Cowles@legis.wisconsin.gov>; Smith, Ryan <Ryan.Smith@legis.wisconsin.gov>
Subject: RE: legislation request for Renard Island Causeway

Senator Cowles and Mr. Smith, Thank you both for the conversations today. Please find attached the necessary documents to help you understand the Corps requirement of Brown County to seek a legislative lakebed grant. After reviewing the information, please feel free to call me.

From: Haen, Dean R.
Sent: Tuesday, August 11, 2015 12:47 PM
To: 'Senator Robert Cowles '; 'Ryan Smith, Office of Senator Cowles'
Subject: legislation request

Senator Cowles, Hope you are enjoying the summer months. I am interested in setting up a meeting with you to discuss a legislative lakebed grant requirement of the Corps of Engineers for Renard Island causeway. Please let me know, if we could meet. Dean

Dean R. Haen MBA, CPM
Director, Brown County Port & Resource Recovery Department
2561 S. Broadway St
Green Bay, WI 54304
920.492.4950
www.portofgreenbay.com
www.BrownCountyRecycling.org



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Lake Bed Grant Description

Located northerly of and adjacent to Private Claim Number 46, East Side of Fox River, City of Green Bay, Brown County, Wisconsin, constituting the bed of said bay, bounded and described as follows:

Commencing at an angle point on the south line of said Private Claim Number 46 being Brown County Point Number 41R/S-6/7; thence N 64° 39' 47" W along the south line of said Private Claim 4,597.34 feet to the west line of vacated Sauk Avenue extended southerly; thence N 25° 13' 56" E along said line extended 621.08 feet to a bulkhead line of the bay of Green Bay and the point of beginning. Thence N 65° 44' 44" W 116.85 feet along said bulkhead line; thence N 32° 07' 00" E 706.64 feet to the southerly boundary line of the submerged lands granted to Brown County in Wisconsin Chapter 15 Laws 1977; thence S 65° 44' 44" E 252.37 feet along said southerly line; thence S 32° 07' 00" W 706.64 feet to the said bulkhead line; thence N 65° 44' 44" W along said bulkhead line 135.52 feet to the point of beginning. Said parcel contains 4.06 acres, more or less.

1977 Assembly Bill 163

Date published: June 6, 1977

CHAPTER 15, Laws of 1977

AN ACT relating to granting Brown county certain submerged lands in Green Bay.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. There is hereby granted and ceded to Brown county, to be held and used by the county for public slips, basins, docks, wharves, structures, wildlife refuges, recreation and park purposes, all the right, title and interest of this state in the submerged land in Green Bay, constituting the bed of said Bay, bounded and described as follows:

Commencing at the intersection of the centerline of East Shore Drive and the centerline of Quincy Street; thence northeasterly along the centerline of Quincy Street a distance of 599.5 feet to Point A7 on a bulkhead line along the south shore of Green Bay from the Fox River to Mahon Creek, said bulkhead line being in the City of Green Bay, Brown County, Wisconsin, as established by General Ordinance No. 46-72 and as amended by General Ordinance No. 21-73; thence northeasterly from Point A7 at right angles to said bulkhead between Point A7 and A8 for a distance of 700.00 feet to the point of beginning; thence continuing northeasterly along the last described line a distance of 1,500.00 feet; thence southeasterly along a line 2,200.00 feet northeasterly of and parallel with the line between Point A7 and Point A8 of said bulkhead line for a distance of 2,990.00 feet; thence southwesterly at right angles to the last described line a distance of 1,500.00 feet; thence northwesterly along a line 700.00 feet northeasterly of and parallel with the said bulkhead line between Point A7 and Point A8 for a distance of 2,990.00 feet to the point of beginning; containing 102.96 acres, more or less.



DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
477 MICHIGAN AVENUE
DETROIT, MICHIGAN 48226-2550

IN REPLY REFER TO:
Real Estate

September 12, 2014

Mr. Dean Haen
Director
Brown County Port & Solid Waste
2561 S. Broadway
Green Bay, WI 54304

RE: Renard Island and Causeway Acquisition

Dear Mr. Haen:

This letter concerns the requisite real estate interests that Brown County is required to provide for the above referenced Project as required by the Local Cooperation Agreement ("LCA") dated 16 November 1977.

The Government has determined that permanent access to Renard Island Confined Disposal Facility is necessary for operation and maintenance of the facility. Accordingly a permanent road easement, described in Exhibit B, and shown hatched on Exhibit A of document W911XK-9-10-3013 is necessary. Brown County is directed to acquire this easement in accordance with the LCA. In acquiring this easement the LCA also requires Brown County to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 USC 4601, et. seq. and the regulations promulgated pursuant thereto contained in 49 CFR part 24. If this process is ongoing please provide the stage it is currently at and when the easement is expected to be complete and secured.

If you have any questions regarding anything indicated in this letter, please contact Mr. Mark Brewer, a Real Estate Specialist, (313) 226-6567.

Respectively,

Victor L. Kotwicki
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY

RENARD ISLAND PROJECT
(Project, Installation, or Activity)

See Attached Exhibit A
(Tract Number or Other Property Identification)

THIS RIGHT-OF-ENTRY ("ROE") is made and given as of the date shown below from Brown County, State of Wisconsin (the "County") to the United States of America (the "Government") and its employees, representatives, agents, contractors and designees.

Recitals

- A. Section 123 of the Rivers and Harbors Act of 1970 (Public Law 91-611, approved 31 December 1970) authorized the construction, operation and maintenance of contained disposal facilities at Green Bay Harbor, Wisconsin subject to certain conditions of local cooperation;
- B. Pursuant to Agreements dated 25 May 1977 and 21 June 1985 between the United States of America and Brown County, State of Wisconsin the **County** gave assurances to the **Government** that it would perform such conditions of local cooperation;
- C. The lands described or generally shown on Exhibit A are made the subject of this ROE and are hereinafter referred to as the "Lands".

Now Therefore, the **County**, in furtherance of said Agreements and in consideration of the benefits it derives as a result of the Project hereby grants to the **Government**, its employees, agents and contractors, a right-of-entry upon the **Lands** generally described and shown on Exhibit A under the following terms and conditions:

1. The **County** hereby grants to the **Government** an irrevocable right to enter upon the **Lands** hereinafter described at any time within a period of ten (10) years from the date of this instrument (or for such longer period as may be required until the completion of the Project), for access to the Project for continuing work on and improvements to said Project, or any other type of improvements necessary and related to such Project, and to perform operations, construction, maintenance, repair and restoration work of any nature in conjunction with such Project including, but not limited to, this means of access and the causeway to said Project.

2. This ROE includes the right of ingress and egress on other lands, if any, of the **County** not described below and in the vicinity of the Project, provided that such ingress and egress is necessary and not otherwise conveniently available to the **Government**.

3. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the **Lands** by the **Government** shall remain the property of the **Government** and may be removed by the **Government** at any time within a reasonable period after the expiration of this ROE.

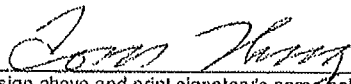
4. The **Lands** affected by this right-of-entry are located in Brown County, Wisconsin and are described as follows: See Attached Exhibit A

[Signatures contained on the next page.]

W911XK-9-10-3013

WITNESSES MY HAND AND SEAL this 6th day of July, 2010

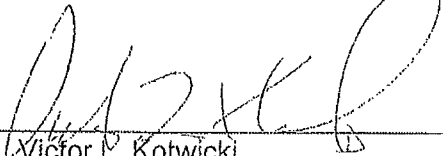
BROWN COUNTY

By: 
(sign above and print signatory's name below)

TOM HINZ

ITS: COUNTY EXECUTIVE
(print signatory's title above)

UNITED STATES OF AMERICA

BY: 
Victor E. Kotwicki

ITS: Chief, Real Estate
Detroit, Chicago & Buffalo Districts

ROAD EASEMENT.

A non-exclusive, permanent easement and right-of-way in, on, over and across the land described and/or shown in Exhibit A for the location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; (reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land); subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

12/15/77

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
BROWN COUNTY, STATE OF WISCONSIN
FOR LOCAL COOPERATION FOR A
CONFINED SPOIL DISPOSAL FACILITY IN
THE WATERS OF GREEN BAY AT GREEN BAY HARBOR, WISCONSIN

This Agreement entered into this 16th day of November, 1977
by and between the UNITED STATES OF AMERICA (hereinafter called the
"Government") represented by the Contracting Officer executing the
Agreement, and Brown County, Wisconsin a municipal corporation organized
and existing under and by virtue of the laws of the State of Wisconsin
acting through its Brown County Board of Supervisors (hereinafter called
the "County"), pursuant to Section 221 of Public Law 91-611, approved
31 December 1970.

WITNESSETH THAT:

WHEREAS, the River and Harbor Act of 1866, 1892, 1910, 1917, 1925,
1935, 1937, 1945, and 1962 authorized the improvement and maintenance
of Green Bay harbor and

WHEREAS, construction of confined disposal area for Green Bay Harbor,
Wisconsin was approved by a Letter Report dated May 1976 under authority
contained in Section 123 of the River and Harbor Act of 1970, (Public Law
91-611 approved 31 December 1970), and

WHEREAS, the said approved Report specifies a combination of two
disposal areas, for use at Green Bay Harbor called the "Combination Plan"
which consists of completing the existing Bayport fill area by placing

thereon an estimated two year's quantity of dredged materials, with concurrent construction of an Island in Green Bay, immediately off-shore from the westerly limits of Bay Beach Park east of the Fox River mouth to contain 1,200,000 cubic yards of dredged materials, and

WHEREAS, Congress enacted Public Law 91-646, approved 2 January 1971, entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", and

WHEREAS, Section 123 of said Public Law 91-611 provides that non-Federal interests must agree in writing to furnish certain items of local cooperation, including a possible cash contribution toward construction of Contained Spoil Disposal Facilities, prior to commencement of construction of such facilities, and

WHEREAS, the requirement for contribution of 25 percentum of construction costs of said facilities has been waived pursuant to a finding by the Administrator of the Environmental Protection Agency that for the area to which such construction applies, the State, municipality, and all other appropriate political subdivisions of the State and industrial concerns are participating in and in compliance with an approved plan for the general geographical area of the dredging activity for construction, modification, expansion, or rehabilitation of waste treatment facilities and the Administrator has found that applicable water quality standards are not being violated, and

WHEREAS, Green Bay Harbor and its appurtenant navigable areas, including channels, are within the scope of the authorization contained in the aforementioned Public Law, and

WHEREAS, the said River and Harbor Act provides that the Secretary of the Army shall obtain the concurrence of appropriate local governments and shall consider the views and recommendations of the Administrator of the Environmental Protection Agency and shall comply with the requirements of Section 401 of the Federal Water Pollution Control Act amendments of 1972 (Public Law 92-500), and of the National Environmental Policy Act of 1969, and

WHEREAS, the former Federal Water Pollution Control Administration (FWPCA) which is now known as the Environmental Protection Agency classified the bottom sediments of Green Bay Harbor as moderately polluted in the entrance channel north of the angle light at Mile 5, with the remainder of the sediments in the entrance channel south of this point and the Fox River from DePere to its mouth as heavily polluted, and

WHEREAS, the City of Green Bay, Wisconsin has entered into a Local Cooperation Agreement with the UNITED STATES OF AMERICA dated 25 May 1977 and approved on behalf of the Secretary of the Army, obligating itself as sponsor for the said Bayport fill area portion of the said "Combination Plan" in the said approved letter report, and

WHEREAS, the Brown County Board of Supervisors at its regular monthly meeting on Wednesday 15 December 1976, approved a resolution of their agreement to become the local sponsor for the island disposal area portion of the said "Combination Plan" said island when filled to be ultimately used in conjunction with a small boat harbor presently in the planning stage under authority of Section 107 of the River and Harbor Act of 1960 (Public Law 86-645, approved 14 July 1960), and

WHEREAS, the County hereby represents that it has the authority and capability to furnish the non-Federal cooperation required by the said approved report and other applicable law in connection with the said island disposal area.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees that if the Government shall commence construction and filling of a confined disposal area in the waters of Green Bay at Green Bay, Wisconsin, substantially in accordance with the "Combination Plan" specified in the said approved Letter Report dated May 1976 entitled "Letter Report on Confined Disposal Area for Green Bay Harbor, Wisconsin" as provided under the Federal legislation authorizing such projects, Public Law 611, 91st Congress, approved 31 December 1970, Section 123, the County shall, in consideration of the Government commencing construction of such project, fulfill the requirements of non-Federal cooperation for the said island disposal area specified in said approved Report and other applicable law, to wit:

- a. Furnish all lands, easements, and rights-of-way necessary for the construction, operation, and maintenance of the facility.
- b. Hold and save the United States free from damages due to construction, operation, and maintenance of the facility, except for damages caused by the negligence of the Government or its contractors.
- c. Maintain the facility after completion of its use for disposal purposes in a manner satisfactory to the Secretary of the Army.
- d. The participating local interest shall retain title to all lands, easements, and rights-of-way furnished by it pursuant to subparagraph

la above. A spoil disposal facility owned by local interests may be conveyed to another party only after completion of the facility's use for disposal purposes and after the transferee agrees in writing to use or maintain the facility in a manner which the Secretary of the Army determines to be satisfactory.

e. In acquiring lands, easements and rights-of-way for construction of the project, the County will comply with the applicable provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646", approved 2 January 1971.

2. The County hereby gives the Government a right to enter upon, at reasonable times and in a reasonable manner, lands which the County owns or controls, for access to the Project for the purpose of inspection, and for the purpose of maintaining the Project, if such inspection shows that the County for any reason is failing to maintain the Project in accordance with the assurances hereunder and has persisted in such failure after a reasonable notice in writing by the Government delivered to the County Executive. No maintenance by the Government in such event shall operate to relieve the County of responsibility to meet its obligations as set forth in paragraph 1 of this Agreement or to preclude the Government from pursuing any other remedy at law or equity.

3. Any spoil disposal facilities constructed under the provisions of Section 123 of Public Law 91-611 shall be made available to Federal licensees or permittees upon payment of an appropriate charge for such use.

4. This Agreement is subject to the approval of the Secretary of the Army.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first above written.

BROWN COUNTY, WISCONSIN
THROUGH ITS BROWN COUNTY
BOARD OF SUPERVISORS

BY Conrad J. McLaughlin
County Clerk

THE UNITED STATES OF AMERICA

By Andrew C. Remick
Colonel, Corps of Engineers
District Engineer
Contracting Officer

APPROVED:

W. E. Muszell
BY W. E. MUSSELL, Actg Dir/RE
For the Secretary of the Army

BY Conrad J. McLaughlin
County Executive

CERTIFICATE OF AUTHORITY

I, KENNETH J. BUKOWSKI, do hereby certify that I am the Corporation Counsel of Brown County, Wisconsin, that Brown County, State of Wisconsin, a municipal corporation, organized and existing under and by virtue of the laws of the State of Wisconsin acting through its Brown County Board of Supervisors, is a legally constituted public body with full authority and capability to perform the terms of the Agreement between the United States of America and Brown County, State of Wisconsin, in connection with Confined Disposal Area for Green Bay Harbor, Wisconsin and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611 and that the person(s) who have executed the contract on behalf of Brown County Wisconsin, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate this

16th day of November 1977.

Kenneth J. Bukowski

EXHIBIT A to Right of Entry Agreements

Document Number

CONSTRUCTION EASEMENT
AGREEMENT
Document Title

RECITALS

- A. The City of Green Bay and the County of Brown share an interest in the capping and closure of Renard Island. This agreement is intended to serve that goal.
- B. City of Green Bay, Landowner, is the fee holder of certain real property in the City of Green Bay, Brown County, State of Wisconsin, as more particularly described below and depicted on the attached and incorporated Exhibit A.
- C. The County of Brown, "County", has requested that the Landowner grant a temporary construction easement over a certain 4.79 acre portion of the property and such portion is described on Exhibit A as "work & storage area" and furthermore the County has requested the Landowner grant a right of entry and the right to travel over an area described as Sauk Avenue Vacated on Exhibit A to obtain access to the causeway to be constructed to Renard Island. The legal description of said property is:

That part of Private Claim 46 East Side of Fox River, City of Green Bay, Brown County, Wisconsin described as follows: All of Lots 1 through 12 Block G of Cryan's Plat of Bay Beach including all of the vacated alleys in said block. Also all of vacated Sauk Avenue and that part of vacated Bay Beach Drive adjacent to said Block G. Also all that part of Private Claim 46 that lies between the west line of vacated Sauk Avenue and the east line of Block G extended northerly to the bay of Green Bay. Also the north 40 feet of that part said of Private Claim 46 lying south of said Block G.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, 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, 59.43(2m).
WRDA HB Rev. 1/8/2004

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

1. a. Grant of Easement. The Landowner grants the County an irrevocable easement and right-of-way in, on, over and across the land described on Exhibit A as "work & storage area" and included in above description for a period not to exceed two years (2) beginning with the date possession and use of the land is granted to the County. The easement confers to the County including its designees and assignees access to and use of the "work and storage area" including the right to move, store, and remove equipment and supplies, erect and remove temporary structures on the land, and to perform any other work necessary and incident to the construction of a causeway to Renard Island (Renard Island Causeway Project). The County can trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the easement and right-of-way. The County will make the final decision concerning removal of trees but agrees to consult with the Landowner (Green Bay Forester) on site and to consider all reasonable alternatives to cutting or felling trees. The Landowner further reserves and assigns all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads as highways, public utilities, railroads and pipelines. At least 30 days prior to the County exercising its right under this Easement, the County shall notify the Landowner of it's intent to do so such that the Landowner has an opportunity to vacate the land.

b. Right of Entry to "Sauk Avenue". In addition, the Landowner grants the County including its designees and assignees irrevocable rights of ingress, egress and the right to travel over the area designated "Sauk Avenue Vacated" on Exhibit A and included in the above description to perform operations, construction, maintenance, repair, and restoration work of any nature in conjunction to the Renard Island Causeway Project for a period of ten (10) years beginning with the date use of the land is granted to the County.

The rights granted to the County above include the rights of entry (ingress and egress) on other lands, if any, of the Landowner not described above or on Exhibit A and in vicinity of the Renard Island Causeway Project provided that such ingress and egress is necessary and not otherwise conveniently available to the County, its designees and assignees.

2. Indemnification. The County shall indemnify the Landowner from and against all loss, costs (including reasonable attorney fees) injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the County's activities or the activities of the County's designees and assignees conducted on the property described above and on Exhibit A, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Landowner or its agents or employees.

3. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of, and be enforceable by the Landowner, the County and the County's designees and assignees. The Landowner and any successor or assignee to the Landowner as fee simple owner of the described property shall cease to have any liability under this Agreement with respect to the facts or circumstances first arising after the Landowner has transferred its fee simple interest in the property.

4. Restoration of Surface. The County agrees to restore or cause to have restored such property surface as nearly as is reasonably possible, to the condition existing prior to such entry by the County or its agents. This restoration, however, does not apply to the installation or removal of any road or to replace any brush or trees which may be removed pursuant to rights herein granted, except to the extent that if a roadway is installed outside of the area delineated as Sauk Avenue (Vacated), such roadway shall be removed unless written approval is received from the Landowner.

5. Tools, Equipment, Buildings. All tools, equipment, buildings improvements and other property taken upon or placed upon the property by the County, or its designees and assignees shall remain property of the party who placed or located the item on the property and may be removed at any time within a reasonable period after the expiration of the applicable time period in this Agreement, but in no event shall any items remain on the property beyond 30 days of expiration of this Easement, unless written approval for an extension is received from the Landowner.

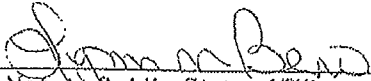
6. Patrol and Police. The County and its designees and assignees shall have the right but not the obligation to patrol and police the property during the applicable terms in this agreement.

IN WITNESS WHEREOF, the Landowner and County have executed this agreement as follows:


Acknowledgement:
State of Wisconsin
County of Brown

This instrument was acknowledged before me
on the 21st day of June, 2010 by James J.
Schmitt

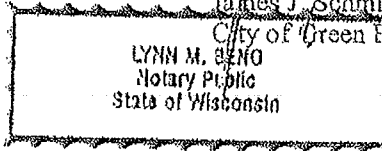
Signed By:



Notary Public, State of Wisconsin
Lynn M. Beno
Printed Name and Title



James J. Schmitt, Mayor
City of Green Bay
(Date)

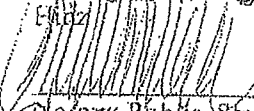


My Commission Expires 10/6/13

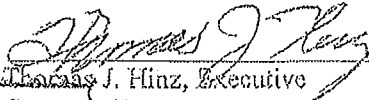
Acknowledgement:
State of Wisconsin
County of Brown

This instrument was acknowledged before me
on the 20 day of JUNE, 2010 by Thomas J.
Hinze

Signed By:



Notary Public, State of Wisconsin
Ronelle Mook
Printed Name and Title



Thomas J. Hinze, Executive
County of Brown
(Date)

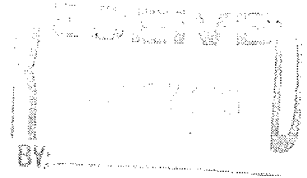
RONELLE MOOK
Notary Public
State of Wisconsin

My Commission 6-5-2011

Drafted by John F Luetscher
Corporation Counsel for Brown County.



DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
477 MICHIGAN AVENUE
DETROIT, MICHIGAN 48226-2650



IN REPLY REFER TO:
Real Estate
February 20, 2015

Dean R. Haen
Director, Brown County Port & Resource Recovery Department
2561 S. Broadway St
Green Bay, WI 54304

RE: Access Road Easement for and bottomland lease for Renard Island section 123 CDF
project, (the Project)

Dear Mr. Haen:

This letter concerns the status of the acquisition of the requested access road easement and the additional Bottomland Lease that Brown County requires to operate and maintain the project.

As outlined in our communication of 4 November 2014, Brown County is required to acquire a permanent road access easement from the City of Green Bay for access to and maintenance of the island and the additional bottomland lease needed for the causeway, see attached Exhibit.

These acquisitions are critical components to complete the turnover of the project to Brown County. We respectfully request that Brown County provides the USACE a schedule for their completion of the acquisition of the road access easement and bottomland lease.

If you have any questions please contact Mr. Mark Brewer (313) 226-6567.

Very Truly Yours

Victor L. Kotwicki
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts



DEPARTMENT OF THE ARMY
DETROIT DISTRICT, CORPS OF ENGINEERS
477 MICHIGAN AVENUE
DETROIT, MICHIGAN 48226-2550

IN REPLY REFER TO:
Real Estate

November 4, 2014

Dean R. Haen
Director, Brown County Port & Resource Recovery Department
2561 S. Broadway St
Green Bay, WI 54304

RE: Access Road Easement and Bottomland lease for Renard Island section 123 CDF project,
(the Project)

Dear Mr. Haen:

This letter concerns the acquisition of additional real estate interests that Brown County will required to operate and maintain the project.

The project has changed and is no longer just a Island disposal site. The project has been modified to include construction of a permanent causeway to Renard Island; this causeway is now part of the CDF project. Accordingly Brown County will need to acquire a permanent road easement from the City of Green Bay for access to the island, see attached example. It will also be necessary to have the existing bottomland lease modified with the State of Wisconsin to include the causeway foot print.

The additional interests are required to complete the turnover of the project to Brown County. It is also required that Brown County provides the USACE a schedule for their completion of the acquisition of these additional Real Estate interests.

If you have any questions please contact Mr. Mark Brewer (313) 226-6567.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Victor L. Kotwicki", written over a large, stylized flourish.

Victor L. Kotwicki
Chief, Real Estate Division
Detroit, Buffalo and Chicago Districts

EXHIBIT A to Right of Entry Agreements

Document Number

CONSTRUCTION EASEMENT AGREEMENT

Document Title

RECITALS

- A. The City of Green Bay and the County of Brown share an interest in the capping and closure of Renard Island. This agreement is intended to serve that goal.
- B. City of Green Bay, Landowner, is the fee holder of certain real property in the City of Green Bay, Brown County, State of Wisconsin, as more particularly described below and depicted on the attached and incorporated Exhibit A.
- C. The County of Brown, "County", has requested that the Landowner grant a temporary construction easement over a certain 4.79 acre portion of the property and such portion is described on Exhibit A as "work & storage area" and furthermore the County has requested the Landowner grant a right of entry and the right to travel over an area described as Sauk Avenue Vacated on Exhibit A to obtain access to the causeway to be constructed to Renard Island. The legal description of said property is:

That part of Private Claim 46 East Side of Fox River, City of Green Bay, Brown County, Wisconsin described as follows: All of Lots 1 through 12 Block G of Cryan's Plat of Bay Beach including all of the vacated alleys in said block. Also all of vacated Sauk Avenue and that part of vacated Bay Beach Drive adjacent to said Block G. Also all that part of Private Claim 46 that lies between the west line of vacated Sauk Avenue and the east line of Block G extended northerly to the bay of Green Bay. Also the north 40 feet of that part said of Private Claim 46 lying south of said Block G.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, 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, 59.43(2m). WRDA HB Rev. 1/8/2004

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

1. a. **Grant of Easement.** The Landowner grants the County an irrevocable easement and right-of-way in, on, over and across the land described on Exhibit A as "work & storage area" and included in above description for a period not to exceed two years (2) beginning with the date possession and use of the land is granted to the County. The easement confers to the County including its designees and assignees access to and use of the "work and storage area" including the right to move, store, and remove equipment and supplies, erect and remove temporary structures on the land, and to perform any other work necessary and incident to the construction of a causeway to Renard Island (Renard Island Causeway Project). The County can trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the easement and right-of-way. The County will make the final decision concerning removal of trees but agrees to consult with the Landowner (Green Bay Forester) on site and to consider all reasonable alternatives to cutting or felling trees. The Landowner further reserves and assigns all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads as highways, public utilities, railroads and pipelines. At least 30 days prior to the County exercising its right under this Easement, the County shall notify the Landowner of it's intent to do so such that the Landowner has an opportunity to vacate the land.

b. **Right of Entry to "Sauk Avenue".** In addition, the Landowner grants the County including its designees and assignees irrevocable rights of ingress, egress and the right to travel over the area designated "Sauk Avenue Vacated" on Exhibit A and included in the above description to perform operations, construction, maintenance, repair, and restoration work of any nature in conjunction to the Renard Island Causeway Project for a period of ten (10) years beginning with the date use of the land is granted to the County.

The rights granted to the County above include the rights of entry (ingress and egress) on other lands, if any, of the Landowner not described above or on Exhibit A and in vicinity of the Renard Island Causeway Project provided that such ingress and egress is necessary and not otherwise conveniently available to the County, its designees and assignees.

2. **Indemnification.** The County shall indemnify the Landowner from and against all loss, costs (including reasonable attorney fees) injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the County's activities or the activities of the County's designees and assignees conducted on the property described above and on Exhibit A, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Landowner or its agents or employees.

3. **Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of, and be enforceable by the Landowner, the County and the County's designees and assignees. The Landowner and any successor or assignee to the Landowner as fee simple owner of the described property shall cease to have any liability under this Agreement with respect to the facts or circumstances first arising after the Landowner has transferred its fee simple interest in the property.

4. **Restoration of Surface.** The County agrees to restore or cause to have restored such property surface as nearly as is reasonably possible, to the condition existing prior to such entry by the County or its agents. This restoration, however, does not apply to the installation or removal of any road or to replace any brush or trees which may be removed pursuant to rights herein granted, except to the extent that if a roadway is installed outside of the area delineated as Sauk Avenue (Vacated), such roadway shall be removed unless written approval is received from the Landowner.

5. **Tools, Equipment, Buildings.** All tools, equipment, buildings improvements and other property taken upon or placed upon the property by the County, or its designees and assignees shall remain property of the party who placed or located the item on the property and may be removed at any time within a reasonable period after the expiration of the applicable time period in this Agreement, but in no event shall any items remain on the property beyond 30 days of expiration of this Easement, unless written approval for an extension is received from the Landowner.

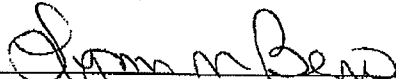
6. **Patrol and Police.** The County and its designees and assignees shall have the right but not the obligation to patrol and police the property during the applicable terms in this agreement.

IN WITNESS WHEREOF, the Landowner and County have executed this agreement as follows:

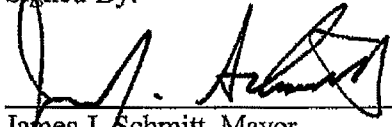
Acknowledgement:
State of Wisconsin
County of Brown

This instrument was acknowledged before me
on the 21st day of June, 2010 by James J.
Schmitt

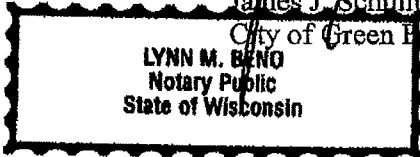
Signed By:



Notary Public, State of Wisconsin
Lynn M. Beno
Printed Name and Title



James J. Schmitt, Mayor
City of Green Bay
(Date) 6/21/10




My Commission Expires 10/6/13

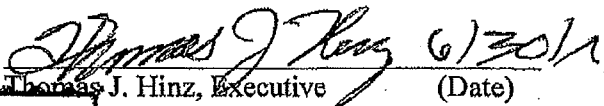
Acknowledgement:
State of Wisconsin
County of Brown

This instrument was acknowledged before me
on the 30 day of June, 2010 by Thomas J.
Hinz

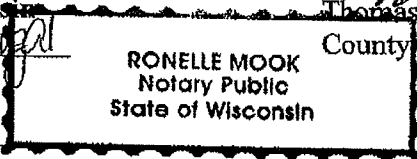
Signed By:



Notary Public, State of Wisconsin
Ronelle Mook
Printed Name and Title



Thomas J. Hinz, Executive
County of Brown
(Date) 6/30/10



My Commission 6.5.2011

Drafted by John F Luetscher
Corporation Counsel for Brown County.



Thurs. 9/3
State of Wisconsin
2015 - 2016 LEGISLATURE

81
LRB-3079/??

RNK:...

amr

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

D-Note

Gen.

- 1 AN ACT ...; relating to: granting Brown County certain submerged lands in
2 Green Bay.

Analysis by the Legislative Reference Bureau

This bill conveys a lake bed area to Brown County for certain public purposes. Under chapter 15, Laws of 1977, this state conveyed to Brown County a submerged parcel of land on the bed of Green Bay. That law conveyed the land to be used by Brown County for public slips, basins, docks, wharves, structures, wildlife refuges, recreation, and park purposes. This bill conveys an additional parcel of submerged land to Brown County for the same purposes. The additional parcel is contiguous to the parcel originally conveyed to Brown County under chapter 15, Laws of 1977.

Because this bill concerns a conveyance of a lake bed area, the Department of Natural Resources, as required by law, will prepare a detailed report to be printed as an appendix to this bill.

For further information see the ***state and local*** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

- 3 SECTION 1. Laws of 1977, chapter 15, section 2 is created to read:

1 [Laws of 1977, chapter 15] Section 2. In addition to the lands granted and ceded
2 to Brown county under Section^{CS} 1 of this act, there is also granted and ceded to Brown
3 county to be held and used by the county for public slips, basins, docks, wharves,
4 structures, wildlife refuges, recreation, and park purposes all the right, title, and
5 interest of this state in the submerged land located northerly of and adjacent to
6 Private Claim Number 46, East Side of Fox River, City of Green Bay, Brown county,
7 Wisconsin, constituting the bed of said bay, bounded and described as follows:
8 commencing at an angle point on the south line of said Private Claim Number 46
9 being Brown County Point Number 41R/S-6/7; thence N 64 degrees 39 minutes 47
10 seconds W along the south line of said Private Claim 4,597.34 feet to the west line
11 of vacated Sauk Avenue extended southerly; thence N 25 degrees 13 minutes 56
12 seconds E along said line extended 621.08 feet to a bulkhead line of the bay of Green
13 Bay and the point of beginning. Thence N 65 degrees 44 minutes 44 seconds W 116.85
14 feet along said bulkhead line; thence N 32 degrees 07 minutes 00 seconds E 706.64
15 feet to the southerly boundary line of the submerged lands granted to Brown County
16 under Section^{CS} 1 of this act; thence S 65 degrees 44 minutes 44 seconds E 252.37 feet
17 along said southerly line; thence S 32 degrees 07 minutes 00 seconds W 706.64 feet
18 to the said bulkhead line; thence N 65 degrees 44 minutes 44 seconds W along said
19 bulkhead line 135.52 feet to the point of beginning. Said parcel contains 4.06 acres,
20 more or less.

21 (END)

**DRAFTER'S NOTE
FROM THE
LEGISLATIVE REFERENCE BUREAU**

LRB-3079/P1dn

RNK:...

ann

-Date-

Please review the description of the conveyed land in this draft very closely. You will note that the description that you provided to me referred to the boundary of the submerged lands granted in the original lake bed grant. Because I have drafted this proposal so that it adds a parcel of land to the original grant, the description of the new parcel as it refers to this boundary is drafted slightly differently.

Please let me know if you have any questions about this draft.

Robin N. Kite
Senior Legislative Attorney
(608) 266-7291
robin.kite@legis.wisconsin.gov

**DRAFTER'S NOTE
FROM THE
LEGISLATIVE REFERENCE BUREAU**

LRB-3079/P1dn
RNK:amn

September 3, 2015

Please review the description of the conveyed land in this draft very closely. You will note that the description that you provided to me referred to the boundary of the submerged lands granted in the original lake bed grant. Because I have drafted this proposal so that it adds a parcel of land to the original grant, the description of the new parcel as it refers to this boundary is drafted slightly differently.

Please let me know if you have any questions about this draft.

Robin N. Kite
Senior Legislative Attorney
(608) 266-7291
robin.kite@legis.wisconsin.gov

Kite, Robin

From: Herkert, Toni
Sent: Friday, September 11, 2015 10:49 AM
To: Kite, Robin
Subject: Re: Renard Island

Yes please. Also, can you look at the language for the 2005 lakebed grant for Cat Island also in Green Bay? When I talked to DNR they indicated that they began requesting additional language on what kind of "structures" could be allowed on ceded lake bed. Do you think we should amend they lake bed grant to look more like the 2005 grant?

Sent from my iPhone

> On Sep 11, 2015, at 10:14 AM, Kite, Robin <Robin.Kite@legis.wisconsin.gov> wrote:

>

> Toni:

>

> I see no reason why you can't add the public access language to the draft. Would you like me to go ahead and make that change?

>

> Robin

>

> -----Original Message-----

> From: Herkert, Toni

> Sent: Wednesday, September 09, 2015 10:22 AM

> To: Kite, Robin <Robin.Kite@legis.wisconsin.gov>; Shea, Elisabeth <Elisabeth.Shea@legis.wisconsin.gov>

> Cc: Herkert, Toni <Toni.Herkert@legis.wisconsin.gov>

> Subject: RE: Renard Island

>

> Hi Ladies,

>

> One quick question that perhaps Elizabeth can address so that we can be ready to jacket once Robin returns (No rush, we are working on an Assembly author and this won't come up until the October floor session).

>

> If you look at line 3 of the draft it states ... "County to be held and used by the county for" and then lists all the uses that were permitted in the original 1977 lake bed grant again for this new section of the lake bed grant. Dean Haen, the Director of the Brown County Port and Resource Recovery Department, had a question about including public access to the list of permitted or allowed activities. So I was thinking we could perhaps say "public access to Renard Island or public access to the lands granted and ceded to Brown County under SECTION 1 of this act."

>

> First, do you think it is necessary to add public access to the list of activities or is that implied? Also, can we add providing public access?

>

> Thanks so much to you both:)

> Toni

>

> Toni R. Herkert

> Policy Analyst

> Office of State Senator Rob Cowles

> 2nd Senate District

> (608) 266-0484 or Toll-Free: 800-334-1465 State Capitol PO Box 7882 Madison, WI 53707

>

Kite, Robin

From: Herkert, Toni
Sent: Tuesday, September 15, 2015 10:14 AM
To: Kite, Robin
Subject: RE: Renard Island

Robin,

I am sorry, Yes, can you add the public access language and then can you add the following language from the 2005 Cat Island lake bed grant. I talked to DNR and this language is considered standard for lake bed grants now.

(c) Structures. Brown County may erect structures on the land granted under subsection (1) that are limited to the following purposes:

1. Facilitating public use of, and access to, the land.
2. Construction and maintenance of aids to navigation.
3. Construction and maintenance of Renard Island.

(d) Commercial use. Brown County may not license or permit any private commercial use of the land granted under subsection (1).

(5) CONVEYANCE. Brown County may not convey all or any part of, any rights to, or any interest in, the land granted under subsection (1) to any person other than this state, a political subdivision of this state, or a special purpose district of this state. If Brown County conveys the land granted under subsection (1) as authorized under this subsection, the grantee shall comply with this SECTION

Give me a call if you have any questions.

Thanks,
Toni

Toni R. Herkert
Policy Analyst
Office of State Senator Rob Cowles
2nd Senate District
(608) 266-0484 or Toll-Free: 800-334-1465 State Capitol PO Box 7882 Madison, WI 53707

-----Original Message-----

From: Kite, Robin
Sent: Tuesday, September 15, 2015 9:19 AM
To: Herkert, Toni <Toni.Herkert@legis.wisconsin.gov>
Subject: FW: Renard Island

Toni:

I just wanted to follow-up with you to see if you had any further redraft instructions on this draft. Did you just want me to add the public access language? Please feel free to give me a call if you have any questions about the draft.

Robin

all land conveyed
Per. Toni - do not include
all land conveyed



Today (Tues. 9/15)

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

2015 BILL

1 **AN ACT to affect** Laws of 1977, chapter 15, section 2; **relating to:** granting
2 Brown County certain submerged lands in Green Bay.

Analysis by the Legislative Reference Bureau

This bill conveys a lake bed area to Brown County for certain public purposes. Under chapter 15, Laws of 1977, this state conveyed to Brown County a submerged parcel of land on the bed of Green Bay. That law conveyed the land to be used by Brown County for public slips, basins, docks, wharves, structures, wildlife refuges, recreation, and park purposes. This bill conveys an additional parcel of submerged land to Brown County for the same purposes. The additional parcel is contiguous to the parcel originally conveyed to Brown County under chapter 15, Laws of 1977.

JLS
Analysis

Because this bill concerns a conveyance of a lake bed area, the Department of Natural Resources, as required by law, will prepare a detailed report to be printed as an appendix to this bill.

For further information see the **state and local** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

3

SECTION 1. Laws of 1977, chapter 15, section 2 is created to read:

sections 2 and 3 are

1 [Laws of 1977, chapter 15] Section 2. In addition to the lands granted and ceded
2 to Brown County under SECTION 1 of this act, there is also granted and ceded to Brown
3 County to be held and used by the county for public slips, basins, docks, wharves,
4 structures, wildlife refuges, recreation, and park purposes all the right, title, and
5 interest of this state in the submerged land located northerly of and adjacent to
6 Private Claim Number 46, East Side of Fox River, City of Green Bay, Brown County,
7 Wisconsin, constituting the bed of said bay, bounded and described as follows:
8 commencing at an angle point on the south line of said Private Claim Number 46
9 being Brown County Point Number 41R/S-6/7; thence N 64 degrees 39 minutes 47
10 seconds W along the south line of said Private Claim 4,597.34 feet to the west line
11 of vacated Sauk Avenue extended southerly; thence N 25 degrees 13 minutes 56
12 seconds E along said line extended 621.08 feet to a bulkhead line of the bay of Green
13 Bay and the point of beginning. Thence N 65 degrees 44 minutes 44 seconds W 116.85
14 feet along said bulkhead line; thence N 32 degrees 07 minutes 00 seconds E 706.64
15 feet to the southerly boundary line of the submerged lands granted to Brown County
16 under SECTION 1 of this act; thence S 65 degrees 44 minutes 44 seconds E 252.37 feet
17 along said southerly line; thence S 32 degrees 07 minutes 00 seconds W 706.64 feet
18 to the said bulkhead line; thence N 65 degrees 44 minutes 44 seconds W along said
19 bulkhead line 135.52 feet to the point of beginning. Said parcel contains 4.06 acres,
20 more or less.

(END)



**2015-2016 DRAFTING INSERT
FROM THE
LEGISLATIVE REFERENCE BUREAU**

LRB-3079/lins.
RNK:...

INSERT ANALYSIS

This bill also limits the purposes for which structures may be erected on the land conveyed to Brown County to those that facilitate public use of⁷ and access to the land, and construction and maintenance of the land or aids to navigation. The bill also prohibits Brown County from conveying all or any part of the land to any person other than this state, a political subdivision of this state, or a special purpose district of this state.

INSERT 2-20

1 Section 3. Brown County may erect structures on the land granted under this
2 act that are limited to facilitating public use of⁸ and access to the land, construction
3 and maintenance of aids to navigation, and construction and maintenance of the
4 land. Brown County may not convey all or any part of, any rights to, or any interest
5 in⁹ the land granted under this act to any person other than this state, a political
6 subdivision of this state, or a special purpose district of this state. If Brown County
7 conveys the land granted under this act as authorized under this section, the grantee
8 shall comply with this section.

Parisi, Lori

From: Herkert, Toni
Sent: Tuesday, September 22, 2015 1:44 PM
To: LRB.Legal
Subject: Draft Review: LRB -3079/1

Please Jacket LRB -3079/1 for the SENATE.

Thank you!