

**TEMPORARY AUTHORIZATION PERMIT**

**Wisconsin Department of Transportation - Private Work Project on Rail Corridor**

<b>Project Applicant:</b>	Sauk County		
c/o	Brian Simmert - Planning & Zoning Manager		
address	505 Broadway Baraboo, WI 53913		
phone:	(608) 355-4834	Email:	<a href="mailto:brian.simmert@saukcountywi.gov">brian.simmert@saukcountywi.gov</a>
<b>Project Description:</b>	Non-permanent placement of various trail appurtenances on WisDOT rail-banked property		
<b>Subdivision/Mile Post</b>	Sauk Sub / ~MP 7.97 thru BAAP rail easement to Badger Spur (Wye) MP 1.02		
<b>Project Location:</b>	Great Sauk State Trail, Sauk County, Wisconsin		
<b>Effective Date(s):</b>	10/22/19	to	Termination

**Terms and Conditions of Work to be Performed:**

1. Applicant has permission to construct trail appurtenances on the State-owned railroad corridor at locations described on the attached spreadsheet.
2. Applicant shall perform all work in accordance with any applicable state or local ordinances. The Applicant is responsible regarding any long-term maintenance requirements related to this project.
3. Applicant agrees they will not alter in any way the drainage on the Department's land.
4. All excavated material is to be removed from the railroad corridor.
5. WisDOT reserves the right to review and/or terminate this permit upon any change in usage of the premises.
6. Applicant shall at all times keep the premises and all buildings and other structures thereon in good condition and repair, including the painting thereof. Applicant shall not post, paint, or place, or permit others to post, paint or place on the premises any advertisement or sign not related directly to the approved uses of the Great Sauk State Trail. Any sign permitted must be in conformity with Section 84.30 Wis. Stats.
7. Applicant accepts the premises subject to rights of any other party, including Department, in and to any existing conduits, sewer waterlines, gas lines, power lines, drainage facilities, telephone, or other wires, and poles and utilities or facilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same by reason of this permit, Applicant shall bear and pay the cost of so doing.
8. The Applicant is fully aware that the corridor is being rail-banked by the State of Wisconsin for future rail use. Applicant is aware that all facilities are being temporarily permitted on State-owned property to further accommodate use of the rail corridor for interim trail purposes authorized in a separate agreement. At such time as rail service is reconstituted, or upon the termination of this permit by any manner, means, or contingency whatsoever, all facilities on state property are to be removed upon 90 days notice. Failure to remove said property will result in any remaining property or materials being deemed abandoned and said property shall become the property of the state. Any costs incurred in the removal or sale of said abandoned property shall be the sole responsibility of the applicant.
9. If, at any time during the term of this permit, the structures and facilities erected upon the premises shall be substantially damaged by fire or other casualty, the Applicant shall have the option of: (a) Commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of any additional funds required and for any other unavoidable delay), at its sole expense, to restore or rebuild the structures or facilities as nearly as possible to its condition immediately prior to such damage or destruction, or (b) terminating this permit.

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<b>Indemnification:</b>	Applicant, Sauk County, shall save and hold the Wisconsin Department of Transportation and the Wisconsin Department of Natural Resources harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or is directly connected with, or is directly connected with, any act, omission or operation of Applicant, (Sauk County) its agents, servants, subcontractors or employees, or which arises out of or is directly connected with, or arises out of any accident or occurrence which happens in or about the project due to the act or omission of the Applicant. The applicant (Sauk County) shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage loss, claims, demands and actions.
<b>Entire Agreement:</b>	This agreement and attachments hereto contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

**Wisconsin Department of Transportation**

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name PRINTED Here

**Project Applicant (Sauk County)**

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name PRINTED Here

	A	B	C	D	E
1	GREAT SAUK STATE TRAIL AMENITIES				
2					
3	GPS LOCATION			ITEM DESCRIPTION	
4					
5	N43.26556	W -89.72771		MILE MARKER	
6	N43.26556	W -89.72771		INTERP. SIGN	
7	N43.26818	W -89.72945		INTERP. SIGN	
8	N43.27074	W -89.72916		BENCH	
9	N43.27086	W -89.72914		ART PIECE	
10	N43.27185	W -89.72845		TRAIL CONNECTION	
11	N43.27206	W -89.72828		MILE MARKER	
12	N43.27451	W -89.72536		INTERP. SIGN	
13	N43.27561	W -89.72401		INTERP. SIGN	
14	N43.27747	W -89.72184		MILE MARKER	
15	N43.27976	W -89.71914		BENCH, INTERP. SIGN, ART PIECE	
16	N43.28349	W -89.71789		GATE	
17	N43.28355	W -89.71782		MILE MARKER	
18	N43.28376	W -89.71791		ART PIECE	
19	N43.28512	W -89.71774		2 BENCHES	
20	N43.28976	W -89.71904		INTERP. SIGN, BENCH	
21	N43.29055	W -89.71954		MILE MARKER	
22	N43.29123	W -89.72016		2 INTERP. SIGNS, 1 BIKE STATION	
23	N43.29177	W -89.72070		BENCH	
24	N43.29204	W -89.72114		BENCH	
25	N43.29276	W -89.72199		BENCH	
26	N43.29562	W -89.72501		GATE, BENCH	
27	N43.	W -89.		ART PIECE (EAGLE), BENCH	
28	N43.29617	W -89.72565		MILE MARKER	
29	N43.29766	W -89.72800		INTERP. SIGN	
30	N43.29855	W -89.72894		BENCH	
31	N43.30203	W -89.73096		BENCH, MILE MARKER	
32	N43.30921	W -89.73203		MILE MARKER	
33	N43.31548	W -89.73637		MILE MARKER	
34	N43.32026	W -89.74102		BENCH, INTERP. SIGN	
35	N43.32138	W -89.74213		MILE MARKER	
36	N43.32622	W -89.74686		MILE MARKER	
37	N43.33915	W -89.74590		MILE MARKER	
38	N43.34274	W -89.74271		2 INTERP. SIGNS	
39	N43.35281	W -89.74059		MILE MARKER	
40	N43.36335	W -89.73985		BENCH, INTERP. SIGN	
41	N43.36450	W -89.73984		ART PIECE, CRANE SUN DIAL	
42	N43.36720	W -89.73902		MILE MARKER	
43	N43.36869	W -89.73659		2 INTERP. SIGNS, BENCH	
44	N43.37891	W -89.73512		2 INTERP. SIGNS, BENCH	
45	N43.38058	W -89.73431		MILE MARKER	
46	N43.38232	W -89.71893		INTERP. SIGN	
47	N43.	W -89.		MILE MARKER	
48					
49					
50					

Badger Spur - 1.02

Sauk Sub 13.2

Sauk Sub 7.97

