



Sawyer County

Agenda

Land, Water, & Forest Resources Committee Meeting

Wednesday, March 13, 2024 @ 8:30 AM

Sawyer County Board Room

Revised: Wednesday, March 13, 2024 7:48 AM

Page

1. CALL TO ORDER

- a. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/99719807086> You can also use the dial in at **1-312-626- 6799** with the Webinar ID: 997 1980 7086. Use *9 to Raise/lower hand and *6 to Unmute/mute. If additional assistance is needed please contact the Sawyer County Forestry Office at 715-634-4846 prior to the meeting. This meeting will be recorded and will be available on our website at: <https://sawyercountygov.org>. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

6. CONSIDER APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. [2.7.24 LWFRC Minutes DRAFT](#)

	7. REGISTER OF DEEDS UPDATE
6	a. ROD Monthly Report
	8. EVENTS (DISCUSSION AND POSSIBLE ACTION)
	9. LAND RECORDS AND COUNTY SURVEYOR DEPARTMENT REPORT
7 - 8	a. 1) County Surveyor report 2) LWFRM March 2024
	10. SAWYER COUNTY FORESTRY DEPARTMENT
	a. Recreational Trails Report Motorized- Non-motorized-
9 - 12	b. County Forestry Report feb 24 forestry report
13	c. 2024 Recreational Trail Aids Resolution (discussion and possible action) Res 2024- For Outdoor Recreation Aids
	d. DNR Forestry Report
	11. ZONING/ CONSERVATION DEPARTMENT
14	a. County Report Conservation Department Update Mar 2024
	b. USDA/NRCS report
	c. LCO report
	12. RELEASE OF RESERVED RIGHTS FOR FLOWAGE EASEMENTS & GRAVEL PITS ON A PARCEL IN THE TOWN OF WINTER (DISCUSSION & POSSIBLE ACTION)
15 - 26	a. 1) Town of Winter - Recorded Documents in Chain of Title 2) QCD
	13. TAX DEED/FORECLOSURE UPDATE
	14. FUTURE AGENDA ITEMS
	15. CORRESPONDENCE, REPORTS FROM CONFERENCES AND

MEETINGS

16. ADJOURNMENT

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

Land, Water, and Forest Resources Committee Mission Statement: "Develop, guide and implement policies that protect and ensure the sustainability of our bio-diverse community."

**Minutes of the February 7, 2024 meeting of the Sawyer County
Land, Water & Forest Resources Committee
Of the Sawyer County Board of Supervisors
Board Room; Sawyer County**



Voting Committee Members (X) Present:

- ☒ Chair: **Ed Peters**
- ☒ Vice Chair – **Marc Helwig**
- ☒ **Kay Wilson**
- ☒ **Brian Bisonette**
- ☒ **Jason Weaver - virtual**
- ☐

Others Present:

Lynn Fitch	Andy Albarado-virtual
Jay Kozlowski	Seth Sesker
Cathy LaReau	
Brody Fischer	
Greg Peterson	
Brian DeVries @ 8:34 am	

Call to Order – Chair Ed Peters called the meeting to order at 8:30 am.

Certification of Compliance with the open meeting law was met. Roll Call was taken; a quorum was met.

Meeting Agenda –

Public Comments –

Minutes from the previous meeting dated: January 10, 2024

Motion to approve made by: Mr. Helwig Second by: Ms. Wilson
Motion carried without negative vote.

Register of Deeds Update -

A written report was provided detailing activity in the office of ROD.

Events - None

Land Records and County Surveyor Department Report -

Surveyor's Report – A written report was provided. Mr. DeVries advised that at the end of 2023 we submitted the WLIP grant funds to get our land records online. This year we received \$10,000 which went toward surveying activities. They applied for and received a \$1000 training grant and the base budget grant for \$57,937.

Real Property Lister Report – A written report was provided. Work on updating assessments has been ongoing.

Sawyer County Forestry Department -

Recreational Trails Report – Ms. LaReau advised that the clubs removed all stakes from lakes and many of the ice fishing contests have cancelled due to safety concerns.

County Forestry – A written report was provided. Mr. Peterson advised that they had 17 active sales in January totaling 1520 acres. The road bans going on early will present a hardship on loggers so requests for extensions without increase are arriving in the office. Inspections are on target and the conditions are allowing for lots of field work to be completed. They are currently working on harvesting record requests for the first carbon credit reporting year.

DNR Forestry – Mr. Fischer advised that they have been out in the field most days due to easy access without the snowfall.

Emergency Fire Warden Renewal – this item will move forward to County Board.

Release of Reserved for Flowage Easements & Gravel Pits on a Parcel in the Town of Winter- Mr. Albarado advised that this involves a parcel of land sold to reservations. This would release land from 1945 for any flowage rights and rights to gravel pits reserved in the Quit Claim Deed from Sawyer County to John Dietz. A motion was made by Mr. Helwig to approve the Quit Claim Deed and forward to County Board; second by Mr. Bisonette. Motion carried without negative vote.

Zoning/Conservation Department -

County Report – A written report was provided and reviewed. They are still working for a representative to sit on the Committee for the agricultural representative. Tree sale inventory is almost sold out and updates are ongoing on other Dam inspection, operation and maintenance plans.

Resolution for Participation in the Department of Natural Resources Municipal Dam Grant Program - As part of the municipal dam grant, a resolution was presented for application to the State municipal dam grant. Work would be done on Fishtrap Lake Dam. Mr. Koslowski shared a photo of the area and explained the replacement process. They would expect approximately \$700,000 in costs for the replacement. The resolution authorizes Mr. Koslowski to apply for the grant reimbursement. A motion was made by Mr. Helwig to approve the resolution authorizing participation in the DNR municipal dam grant program; second by Ms. Wilson and forward to the County Board. Motion carried without negative vote.

Wildlife Damage Claims – A list of claims was provided for review. These are pass-through claims of \$67,094.26 from the State. Mr. Sesker presented the list for approval. A motion was made by Mr. Helwig to approve the claim list as presented; second by Mr. Bisonette. Motion carried without negative vote.

Nelson Lake Drawdown Proposal – Mr. Koslowski presented the 2024-25 fall/winter draw-down proposal to repair broken boat launch ramps. This request is in conjunction with the Nelson Lake Association and the Nelson Lake Resort Association. They will work the DNR and the lake association to complete the work. A motion was made by Mr. Helwig to approve the request to present the draw-down proposal to the DNR; second by Mr. Bisonette. Motion carried without negative vote.

USDA Report – No update

LCO Report – Mr. Bisonette advised that LCO contacted the BIA regional director and were assured that they would start getting responses on the issues that have been submitted. They have also been working with the Alliance on a resolution for the ATV trails supporting the county's application, and they are looking at changing some of the ATV/UTV codes and will be working with Ms. LaReau on that project.

Future Agenda Items –

Other Topics for Discussion Only -

Adjournment – 9:16 am

Next Meeting: March 13, 2024 Time: 8:30 am Location: Board Room
Minutes recorded by Lynn Fitch, County Clerk

ROD Monthly Report

February, 2024

Activity	Number of Copies	Total Revenue including amounts to State
Emailed Copies		330.00
Counter Copies		154.50
Birth	45	660.00
Death	40	870.00
Marriage	4	80.00
Divorce	1	23.00
Recorded Documents	343	6,136.94
Transfer Fees		30,196.80
Laredo		3,498.05

General:



Sawyer County Surveyor's Department
10610 Main Street, Suite 54
Hayward, Wisconsin 54843-0248
Telephone 715-634-3564 Fax 715-634-3546
<https://sawyercountygov.org/>

County Surveyor's Report 3/13/24

We performed maintenance on several corners in the Towns of Winter, Round Lake, and Spider Lake last month. Conditions have been very favorable for working in the swamps.

Only two Certified Survey Maps were reviewed in February.

Respectfully Submitted,

Chris Gregory
Sawyer County Surveyor



Sawyer County Land Records
10610 Main Street, Suite 54
Hayward, Wisconsin 54843-0248
Telephone 715-634-3564 Fax 715-634-3546
<https://sawyercountygov.org/>

March 1, 2024

Real Property Lister Report

We rolled over to the new year on February 9 and have sent our parcel data and information on changes throughout the past year to the assessors. Many parcel acreages for the towns of Bass Lake and Round Lake have been updated for this year since all of our legacy acreages are based off of old paper maps which tend to be less accurate than our computerized GIS data.

We are now working on processing deeds and Certified Survey Maps that have been recorded since the beginning of the year and expect to be caught up by the time Boards of Review begin in April.

Respectfully submitted,

Kimberly Wendt
GIS Technician and Real Property Lister

715-638-3279

kimberly.wendt@sawyercountygov.org

Forestry Report February 2024

Active Sales

Eighteen sales listed as active in month of February

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/2/18	2	102	\$54,751.75	\$40,649.86	\$16,633.31*
5/3/19	0	0	\$0	\$0	\$0
11/1/19	0	0	\$0	\$0	\$0
5/5/20	1	39	\$40,500.00	\$10,125.00	\$30,375.00
11/3/20	0	0	\$0	\$0	\$0
5/7/21	3	290	\$236,045.50	\$81,093.26	\$154,952.24
10/22/21	4	239	\$388,680.00	\$227,501.52	\$161,178.48
5/11/22	3	263	\$283,737.50	\$278,609.71	\$30,963.66*
11/1/22	2	132	\$108,200.60	\$20,166.15	\$88,034.45
5/10/23	2	179	\$259,007.90	\$63,621.82	\$195,386.08
11/3/23	1	78	\$28,852.84	\$0	\$28,852.84
Totals	18	1380	\$1,428,066.09	\$737,435.22	\$718,998.16

Inactive Sales

Sale Date	# of Sales	Acres	Bid Value	Received	Est. Remaining
11/2/18	0	0	\$0	\$0	\$0
5/3/19	2	106	\$46,520.00	\$0	\$46,520.00
11/1/19	1	83	\$83,319.14	\$56,223.74	\$27,095.40
5/5/20	3	235	\$209,813.50	\$280,601.46	\$7,898.54*
11/3/20	4	268	\$275,786.50	\$233,048.74	\$56,435.67*
5/7/21	7	631	\$476,285.50	\$150,956.08	\$325,329.42
10/22/21	6	554	\$399,904.20	\$158,924.52	\$252,683.17*
5/11/22	13	733	\$773,334.72	\$469,644.66	\$382,811.41*
11/1/22	11	996	\$560,423.60	\$109,590.05	\$450,833.55
5/10/23	11	718	\$1,171,823.40	\$182,315.70	\$989,507.70
11/3/23	15	1339	\$664,958.11	\$0	\$664,958.11
Totals	73	5663	\$4,662,168.67	\$1,641,304.95	\$3,204,072.97

* Sales having overruns

** Sales having underruns

No sales closed out in February.

Timber Sale Value (sold contracts-uncut) on file = **\$3,923,071.13**

<u>Timber Revenue</u>	<u>February</u>	<u>YTD</u>
Timber Sales	\$497,349.36	\$737,033.89
Christmas Trees/Boughs	\$0	\$0
Performance Bond Cashed	\$0	\$0
<u>Other Revenue</u>		
Camping/Firewood/Access/Hay	\$30	\$50
Park Reservations	\$100	\$150
		<u>Budget</u>
Gross Timber Sale Revenue	\$ 737,033.89	\$1,850,000
10% Payment to Towns	\$ 73,703.39	
Net Timber Sale Revenue	\$ 663,330.50	
Performance Bonds Drawn	\$ 0.00	
Total Other Revenue	\$ 200.00	
Timber Sale Revenue Billed Out	\$ 220,719.45	

Timber Sale Inspections	<u># month</u>	<u>YTD</u>
	20	52

Comments: Goal for timber sale inspections is one inspection per week while sale is actively being harvested or wood is being hauled.

Tract Establishment	<u># sales month/ YTD</u>	<u>acres month/YTD</u>	<u>Goal</u>
	1/6	69/535	3600

Comments:

Recon Acres Updated	<u>February</u>	<u>YTD</u>	<u>Annual Goal</u>
	422	1139	6,000 acres

Comments: Recon is the assessment of geographic, structure and compositional attributes of forest stands. Field information is stored in the Wisconsin Forest Inventory & Reporting System (WisFIRS). Basic resource information is collected, stored and updated systematically and continuously. Database is used to analyze existing resources, evaluate management alternatives, and assist in the development and implementation of management plans.

Good Neighbor Authority (GNA) Hours	
<u>February</u>	<u>FY25 Contract</u>
26	34
Submitted reimbursement request of \$21,055.24 for FY24 contract.	
<u>Current Contract:</u> FY25: Approximately 595 hours of timber sale establishment/admin. \$39,647.87	

Comments: Under the federal Good Neighbor Authority, the USDA Forest Service is authorized to enter into cooperative agreements with states to perform forest management activities on national forest lands. WDNR has entered into a GNA agreement with the Chequamegon-Nicolet National Forest (CNNF). WDNR is authorized to contract with counties to assist with forest management activities on national forest lands. The focus of the GNA program is to assist in the implementation of the CNNF Forest Plan, which will provide:

- Forest products to the local economy
- Collaboration between federal, state and county forest managers
- Improved health and resiliency of forestlands and watersheds within Wisconsin
-

Oak Wilt:
Nothing new to report.

Mountain Bike Trails:
Nothing new to report.

Birkie Trail:
Nothing new to report.

ATV/UTV/Snowmobile Trails:
Trail 5 rehab project on hold until road bans lifted. 7.27 miles from FR 784 to 2.35 miles west of FR 174. Grant funded, \$188,250 project cost.

Parks:
Hatchery Park: Nothing new to report.

Nelson Lake Park: Nothing new to report.

Carbon Credit Project:

Continued working with Anew through the carbon credit verification process.

Other:

Staff attended Wisconsin County Forest Association annual spring meeting in Madison 2/13-2/15, including an open house listening session with several legislators.

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WHEREAS Sawyer County is interested in acquiring or developing lands for public outdoor recreation purposes as described in the application; and

THEREFORE, BE IT RESOLVED, that Sawyer County has budgeted a sum sufficient to complete the project or acquisition and

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

This Resolution is recommended for adoption by the Sawyer County Board of Supervisors at its meeting on March 21st, 2024 by this Sawyer County Land Water and Forest Resources Committee on this 13th day of March, 2024.

Marc Helwig (Vice Chair)

Kay Wilson

This Resolutions hereby adopted by the Sawyer County Board of Supervisors this 21st day of March, 2024.

Lynn Fitch, County Clerk



Zoning & Conservation Department Update Feb. 2024 – Mar. 2024

Prepared by Jay Kozlowski, Zoning & Conservation Administrator

- Continuing search for agricultural representative to sit on the LWFR.
- We have 7 farmers signed up for the nutrient management farmer education training March 18th-20th
- Tree Sale inventory is sold out and orders can be picked up May 10th-11th.
- All Dam inspection, operation, and maintenance plans (IOMP's) and emergency action plans (EAP's) all have been updated except Deer Lake. Deer Lake never had 1 so we are starting new with that dam.
- Berm clearing to occur over the next few weeks on other County owned dams
- Conservation Staff to attend the Land & Water Conference March 6-8th.
- Municipal dam grant has been submitted to the DNR for the replacement dam on Fishtrap Lake. All items were completed as part of this grant submittal and waiting to hear back on approval status.

NUMBER

77916

QUIT CLAIM DEED

THIS INDENTURE, Made this 21st day of July A. D. 1945 between the County of Sawyer, in the State of Wisconsin, party of the first part, and John Dietz of Wauwatosa, Wisconsin, party of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of Eighty and No/100 Dollars, to the said County of Sawyer, in the State of Wisconsin, party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hereby doth give, grant, convey, release and quit claim unto the said party of the second part, the following described Real Estate, situated in the County of Sawyer and State of Wisconsin, to-wit:

Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) Section Twelve (12)
Township Thirty-eight (38) North, Range Four (4) West.

This deed is issued in accordance with a resolution, adopted by the Board of Supervisors of the County of Sawyer, at a meeting held on the 21st day of August A. D. 1941, excepting and reserving any Road Right-of-way, Flowage Easements, or Gravel Pits needed in the future by Sawyer County.

IN TESTIMONY WHEREOF, I Adolph Sandstrom, County Clerk of the County of Sawyer, have executed this deed pursuant to and in virtue of authority in me vested, by the statute of the State of Wisconsin, by resolution hereinbefore mentioned, and for and in behalf of the County of Sawyer aforesaid, have hereunto subscribed my name officially, and affixed the corporate seal of said County, at the City of Hayward, in said County of Sawyer, the day and year first above written.

In Presence of

Arnold AndersonBernice Hanson

Official
Seal
Affixed

Adolph Sandstrom

County Clerk, Sawyer County, Wisconsin.

STATE OF WISCONSIN, } ss.
COUNTY OF SAWYER

BE IT REMEMBERED, THAT on the 21st day of July A. D. 1945, personally came before me Adolph Sandstrom, County Clerk, aforesaid, to me known to be the person and officer who executed the above deed and acknowledged that he executed the same, as the County Clerk of the County of Sawyer, State of Wisconsin, in and for and on behalf of said County, for the purposes therein mentioned.

Received for Record this 21st day of July A. D. 1945, at 11:10 o'clock P. M.

Ray Olson

Register of Deeds.

Laura C. McLaggan

Deputy.

Notarial
Seal
Affixed

Arnold H. Anderson

Notary Public

Sawyer County, Wisconsin.

My Commission expires 4/27/47

NUMBER

82630

QUIT CLAIM DEED

THIS INDENTURE, Made this 10th day of February A. D. 1947 between the County of Sawyer, in the State of Wisconsin, party of the first part, and John Dietz of Wauwatosa, Wisconsin party of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of One Hundred Twenty and no/100 Dollars, to the said County of Sawyer, in the State of Wisconsin, party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hereby doth give, grant, convey, release and quit claim unto the said party of the second part, the following described Real Estate, situated in the County of Sawyer and State of Wisconsin, to-wit:

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) Section Twelve (12) Township Thirty-eight (38) North of Range Four (4) West.

This deed is issued in accordance with a resolution, adopted by the Board of Supervisors of the County of Sawyer, at a meeting held on the 21st day of August A. D. 1941, excepting and reserving any Road Right-of-way, Flowage Easements, or Gravel Pits needed in the future by Sawyer County.

IN TESTIMONY WHEREOF, I, Arnold H. Anderson, County Clerk of the County of Sawyer, have executed this deed pursuant to and in virtue of authority in me vested, by the statute of the State of Wisconsin, by resolution hereinbefore mentioned, and for and in behalf of the County of Sawyer aforesaid, have hereunto subscribed my name officially, and affixed the corporate seal of said County, at the City of Hayward, in said County of Sawyer, the day and year first above written.

In Presence of

Walter J. Duffy Betty Simonson
Walter J. Duffy Betty Simonson

Corporate
Seal
Affixed

Arnold H. Anderson
Arnold H. Anderson
 County Clerk, Sawyer County, Wisconsin.

STATE OF WISCONSIN, } ss.
 COUNTY OF SAWYER }

BE IT REMEMBERED, THAT on the 10th day of February A. D. 1947, personally came before me Arnold H. Anderson, County Clerk, aforesaid; to me known to be the person and officer who executed the above deed and acknowledged that he executed the same, as the County Clerk of the County of Sawyer, State of Wisconsin, in and for and on behalf of said County, for the purposes therein mentioned.

Received for Record this 10th day ofFeb A. D., 1947 at 1:30 o'clock P. M.

Laura C. McLaggan
 Register of Deeds.

Deputy.

Notarial
Seal
Affixed

Walter J. DuffyWalter J. Duffy

Notary Public

Sawyer County, Wisconsin.

My Commission expires Aug. 29, 1948

This Article of Agreement,

Made and concluded this 13 day of SEPT. 1977, A. D. 1977, by and between JOHN DIETZ

and JAMES J. SCHMITT part Y of the first part,

Witnesseth, First, That the said part Y of the second part hereby agree S and bind S himself, and his legal representatives, to pay or cause to be paid, to the said part Y of the first part, his heirs, or assigns, the sum of Twenty-Seven Thousand (\$27,000) Dollars, in the manner following: Seven Thousand (\$7,000) Dollars, at the sealing and delivery hereof; the balance of Twenty Thousand Dollars (\$20,000) is to be paid over a five (5) year period. Said payments of principal shall be as follows: Two Thousand Dollars (\$2,000) to be paid on the 15th day of March, 1978, and a like amount to be paid every six (6) months thereafter until paid in full on September 15, 1982.

In addition to the above semi-annual payments, party of the second part shall pay interest on the unpaid principal at the rate of six per cent (6%) per annum.

There shall be no pre-payment privileges for the first three (3) years of this contract.

The said payments to be made to the part Y of the first part, at Wauwatosa, Wisconsin and the same being intended to apply, when fully completed as the purchase money for the following tract, piece or parcel of land, situated in the County of SAWYER and State of Wisconsin, to-wit:

The South One-half (1/2) of the Southwest One-quarter (1/4) and the South West Quarter of the South East Quarter (SW 1/4 SE 1/4) of Section Twelve (12), Township Thirty-eight (38) North, Range Four (4) West in the County of Sawyer and State of Wisconsin.

Excepting and reserving therefrom any road right-of-way, flowage easements, or gravel pits needed in future by Sawyer County.

The said part Y of the second part further agree S that he will pay, when due and payable, all taxes and assessments which have been assessed or levied on the above described premises since the 1st day of January, A. D. 1977, and also all such as may be hereafter assessed or levied thereon or upon the interest of said part Y of the first part in said premises; and also all taxes and assessments now or hereafter assessed or levied against any mortgage which may exist against said premises or against the note, or the indebtedness secured by such mortgage or against the interest in said premises of any party holding a mortgage against said premises during the term of this contract, and promise S and agree S that the interest of the part Y of the first part and the interest of the part Y of the second part in said real estate and the interest of any party holding a mortgage against said real estate during the term of this contract, shall be assessed for taxation and taxed together, without separate valuation as unincumbered real estate and shall be paid by the said part Y of the second part and the said part Y of the second part hereby waive all rights of offsets or deductions because of the payment of any such taxes and assessments, until the aforesaid purchase money shall be fully paid, in the manner above stated.

The part Y of the second part further agree S that the said part Y of the first part shall insure and keep insured against loss or damage the building now on said premises and such as may hereafter be erected thereon during the life of this contract in the sum of at least Twenty Thousand (\$20,000) Dollars, against loss or damage by fire.

he, in the name of the part Y of the first part as owner in fee, with clause in said policy that the said part Y of the second part has a land contract interest therein and the loss, if any, under such insurance shall be payable to the said part Y of the first part to the extent of his interest and the surplus, if any, to the said part Y of the second part, subject, however, to the rights of mortgagees, if any, respecting such insurance; such policy or policies to be held by the said part Y of the first part, his heirs, legal representatives or assigns, as collateral to this contract, and the said part Y of the second part shall pay the premium on such policy or policies when due, and in case of the failure or neglect of the said part Y of the second part to pay such premiums when due, said part Y of the first part, his heirs, legal representatives or assigns may pay the same and charge the cost thereof with interest thereon at the legal rate, to the said part Y of the second part, and the same shall be considered and taken to be an additional part of the consideration of this contract.

The part...Y... of the second part further agree...S... to hold the said premises from the date hereof, as the tenant... by sufferance of the said part...Y... of the first part, subject to be removed as a tenant... holding over, by process under the statute in such case made and provided, whenever default shall be made in the payment of any of the installments of purchase money, interest, taxes, assessments or insurance premiums as above specified, and also to keep the building... fences and improvements on said premises in as good repair and condition as they now are, except ordinary wear and decay, and not to do any act whatsoever which tends to depreciate the value of said premises.

Second, That the said party... of the first part hereby agree...S... and binds himself and his... heirs, executors and administrators, that in case the aforesaid sum of Twenty-Seven Thousand (\$27,000) Dollars, with the interest and other moneys shall be fully paid and all the conditions herein provided shall be fully performed at the times and in the manner above specified, he will on demand, thereafter cause to be executed and delivered to the said part...Y... of the second part, or his heirs or legal representatives, a good and sufficient Warranty Deed, in fee simple, of the premises above described, free and clear of all legal liens and incumbrances, except the taxes and assessments herein agreed to be paid by the part...Y... of the second part, and except any liens or incumbrances created by the act or default of the part...Y... of the second part, his heirs, legal representatives or assigns

Third, It is distinctly agreed and understood by and between the parties hereto, that if the said party... of the second part shall fail to make any of the payments of purchase money and interest above specified, at the times and in the manner above specified, or fail to pay the taxes and assessments, or fail to insure and keep insured the premises herein as above stipulated, or fail to pay any or all insurance premiums herein specified, or violate any other terms or conditions herein contained, this agreement shall at the option of the said part...Y... of the first part be henceforth utterly void without any notice whatsoever, and all payments thereon forfeited, subject to be revived and renewed only by the act of the part...Y... of the first part, or the mutual agreement of both parties; and whenever such default or violation shall occur, the part...Y... of the second part shall have no further right to collect rents from tenants, if any, of the said real estate, or any part thereof, but such rents shall be collected by, and belong to the part...Y... of the first part.

The said party... of the second part further promise...S... and agree...S... that in case of the commencement of an action to foreclose this contract and also in case of the foreclosure thereof, he will pay in addition to the taxable costs and expenses incurred, a reasonable sum of money as attorney's fees.

In Witness Whereof, the said parties have hereunto set their hands and seals this 13th day of SEPTEMBER, A. D. 1927.

SIGNED AND SEALED IN PRESENCE OF

John A. Pfannerstill

John Dietz (SEAL)

James J. Schmitt (SEAL)

(SEAL)

(SEAL)

State of Wisconsin,

ss.

Shushulke County.

Personally came before me, this 13th day of SEPTEMBER, A. D. 1927, the above named JOHN DIETZ and JAMES J. SCHMITT

to me known to be the persons... who executed the foregoing instrument and acknowledged the same.

John A. Pfannerstill
Notary Public, Shushulke County, Wis.

My commission expires 11th FEBRUARY, A. D. 1928.

This instrument was drafted by JOHN A. PFANNERSTILL, Attorney at Law

161288

161288 2 of 2

JOHN DIETZ

TO

JAMES J. SCHMITT

Premises Cabin and Lands in
Town of Winter, County
of Sawyer, Wisconsin

Land Contract

This instrument should be immediately placed on file to avoid
double and litigation.

This space reserved for
Register of Deeds

Register's Office
Sawyer County

Recorded this 16 day of
Sept A.D. 1927 at Shushulke
A land recorded in 274
is on page 90-100
John J. Dietz
10-2-28

Deputy

JOHN A. PFANNERSTILL
7610 West State Street
Wauwatosa, Wis. 53213

Return to JD
John A. Pfannerstill
7610 West State St.
Wauwatosa, Wis. 53213

VOL 284 PG 100

DOCUMENT NO.

184348

STATE BAR OF WISCONSIN FORM 1—1982
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

This Deed, made between

John Dietz

Grantor,

and

James J. Schmitt

Grantee,

Witnesseth, That the said Grantor, for a valuable consideration...

conveys to Grantee the following described real estate in Sawyer
County, State of Wisconsin:

The South One-half (1/2) of the Southwest
One-quarter (1/4) and the South West Quarter
of the South East Quarter (SW 1/4 SE 1/4) of
Section Twelve (12), Township Thirty-eight (38)
North, Range Four (4) West in the County of
Sawyer and State of Wisconsin.

Tax Parcel No:

Excepting and reserving therefrom any road right-
of-way, flowage easements, or gravel pits needed
in future by Sawyer County.

This Deed is given in fulfillment of that certain Land Contract
between the parties hereto, dated September 13, 1977, recorded
in the Office of the Register of Deeds for Sawyer County on
September 16, 1977, Volume 286 of Deeds, Page 99-100, Document
No. 161288.

TRANSFER
\$ 27.00
FEE

This is not homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And, John Dietz warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal
and zoning ordinances, easements and restrictions of record,
if any.

and will warrant and defend the same.

Dated this 29th day of September, 1982.

(SEAL)

John Dietz

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) John Dietzauthenticated this 29th day of September, 1982

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
John A. Pfannerstill(Signatures may be authenticated or acknowledged Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Oncida County, ss.Personally came before me this 29th day of
September, 1982, the above namedJohn Dietzto me known to be the person who executed the
foregoing instrument and acknowledge the same.Chapman L. SoderVIRJEAN F. SODERNotary Public Oncida County, Wis.My Commission is permanent. (If not, state expiration
date: 11/00, 1986..)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

184348 1 of 1
STATE BAR OF WISCONSIN
FORM No. 1—1982

VOL 343 PG 550

Wisconsin Legal Blank Co. Inc
Milwaukee, Wis.

Document Number

QUITCLAIM DEED



412534

**PAULA CHISSER
REGISTER OF DEEDS
SAWYER COUNTY, WI
05/25/2018 11:33 AM
RECORDING FEE: 30.00
TF EXEMPT 16
PAGES 1**

Reserved for recording data

Return to: Robert L. Feind, Jr.
Houseman & Feind, LLP
1650 9TH Avenue, PO Box 104
Grafton, Wisconsin 53024-0104

Tax (Parcel) ID No.: 33369.33370.33373

032-438-12-3301
032-438-12-3401
032-438-12-4301

JAMES J. SCHMITT ("Grantor," whether one or more) quitclaims to **JAMES J. SCHMITT, Trustee of the Schmitt Revocable Trust**, dated 4/24/18, as amended, all of Grantor's interest in the following described real estate in **SAWYER** County, State of Wisconsin:

The South One-half (1/2) of the Southwest one-quarter (1/4) and the South West Quarter of the South East Quarter (SW 1/4 SE 1/4) of Section Twelve (12), Township Thirty-eight (38) North, Range Four (4) West in the county of Sawyer and State of Wisconsin.

Excepting and reserving therefrom any road right-of-way, flowage easements, or gravel pits needed in future by Sawyer County.

This is not homestead property.

Dated: May 14, 2018.

(Seal)
*

(Seal)
*

AUTHENTICATION

Signature of _____
authenticated on _____, 200__.

*
Title: Member, State Bar of Wisconsin, or _____
authorized by Wis. Stat. §706.06.

This Instrument was Drafted by:
Robert L. Feind, Jr., Houseman & Feind, LLP
Grafton, Wisconsin
Attorney at Law

* Type or print name of person signing

(Seal)
*James J. Schmitt

(Seal)
*

ACKNOWLEDGMENT

STATE OF WISCONSIN }
COUNTY OF Waukesha } s.s.

Personally came before me, on May 15, 2018, the above-named James J. Schmitt
known to me to be the persons who executed the foregoing and who acknowledged the same.

* Robert L. Feind, Jr.
Notary Public, State of Wisconsin
My commission [is permanent/expirex _____].



State Bar of Wisconsin Form 7-2003
TRUSTEE'S DEED

Document Number

Document Name

435146
PAULA CHISSER
REGISTER OF DEEDS
SAWYER COUNTY, WI
10/08/2021 09:50 AM
RECORDING FEE 30.00
TF EXEMPT 11
PAGES: 1

THIS DEED, made between Robert L. Feind, Jr.
as Trustee of SCHMITT REVOCABLE TRUST, dated 4/24/18, as amended
("Grantor," whether one or more),
and John D. Schmitt and David J. Schmitt, as tenants in common

("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate,
together with the rents, profits, fixtures and other appurtenant interests, in
Sawyer County, State of Wisconsin ("Property") (if more space is
needed, please attach addendum):

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Twelve
(12), Township Thirty-eight (38) North, Range Four (4) West, located in the Town of
Winter, Sawyer County, Wisconsin.

AND

The Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Twelve
(12), Township Thirty-eight (38) North, Range Four (4) West, located in the Town of
Winter, Sawyer County, Wisconsin.

AND

The Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twelve
(12), Township Thirty-eight (38) North, Range Four (4) West, located in the Town of
Winter, Sawyer County, Wisconsin.

Recording Area

Name and Return Address

Robert L. Feind, Jr.
Houseman & Feind, LLP
1650 - 9th Avenue
Grafton, WI 53024

032-438-12-3301, 032-438-12-3401, 032-438-12-4301
Parcel Identification Number (PIN)

Dated 9/22/2021
SCHMITT REVOCABLE TRUST

by: Robert L. Feind, Jr. (SEAL) * (SEAL)
* Robert L. Feind, Jr., Trustee

* (SEAL) * (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Robert L. Feind, Jr., Houseman & Feind, LLP
Grafton, WI 53024

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me on 9/22/2021
the above-named Robert L. Feind, Jr., Trustee

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Carolyn Schreiner-Picciolo
* Carolyn Schreiner-Picciolo

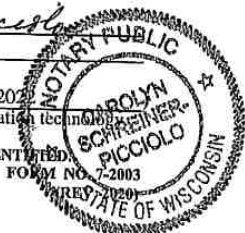
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 09/25/2022)

☐ This notarial act involved the use of communication technology.
(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
TRUSTEE'S DEED
Type name below signatures.

© 2020 STATE BAR OF WISCONSIN *

435146 1 of 1



1/9/24, 12:01 PM

STATEMENT RE

Real Estate Tax Statement

SAWYER COUNTY, WISCONSIN

Printed: 1/9/2024 12:01:04 PM

SCHMITT, DAVID J

Tax ID: 33369

Legacy PIN: 032438123301

PIN: 57-032-2-38-04-12-3 03-000-000010

DAVID J SCHMITT
13720 JAMES ST
BROOKFIELD WI 53005

Property Description

Site Address: 2812W COUNTY HWY W

Municipality: TOWN OF WINTER

Description: (Not for use on Legal Documents)

SWSW S12-T38N-R04W

SWSW

Document: 435146

Acreage: 40.000

2023 Assessments

Code	Acres	Land	Impr.	Total
G1 - RESIDENTIAL	1.000	4,500	36,500	41,000
G6 - PRODUCTIVE FOREST	39.000	51,700	0	51,700
Total Values:	40.000	56,200	36,500	92,700
Estimated Fair Market Value:				130,200

Ownership

DAVID J SCHMITT	13720 JAMES ST	BROOKFIELD WI 53005
JOHN D SCHMITT	6501 N 81ST ST	MILWAUKEE WI 53223

TAX RECORDS - KEY TO CODES

RE = Real Estate	SA = Special Assessments	PF = Private Forest
LC = Lottery Credit	SC = Special Charges	MFLO = Managed Forest Land Open
FD = First Dollar Credit	DU = Delinquent Utilities	MFCL = Managed Forest Land Closed

*** THERE ARE NO PRIOR DELINQUENT PAYMENTS DUE ***

2023 TAXES	GRE	(FD)	(LC)	RE	SA	SC	DU	PF	MFLO	MFCL	TOT
Tax Due:	1,140.35	(53.02)	(0.00)	1,087.33	0.00	0.00	0.00	0.00	0.00	0.00	1,087.33
Tax Paid:				1,087.33	0.00	0.00	0.00	0.00	0.00	0.00	1,087.33
Balance:				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Tax ID 33369 Total Due For 2023 Tax: 0.00

*** THERE ARE NO TAXES DUE ON TAX ID 33369 ***

Sawyer County Treasurer
JANEEN ABRIC, 10610 MAIN STREET SUITE 16
PO BOX 935
HAYWARD WI 54843-0935
Phone: (715) 634-4868
Credit Card Pay Site
<https://sawyercountygov.org/payonline>

1/9/24, 12:01 PM

STATEMENT RE

Real Estate Tax Statement

SAWYER COUNTY, WISCONSIN

Printed: 1/9/2024 12:01:52 PM

SCHMITT, DAVID J

Tax ID: 33370

Legacy PIN: 032438123401

PIN: 57-032-2-38-04-12-3 04-000-000010

DAVID J SCHMITT
13720 JAMES ST
BROOKFIELD WI 53005

Property Description

Site Address: N/A

Municipality: TOWN OF WINTER

Description: (Not for use on Legal Documents)

SESW S12-T38N-R04W

SESW

Document: 435146

Acreage: 40.000

2023 Assessments

Code	Acres	Land	Impr.	Total
G6 - PRODUCTIVE FOREST	40.000	53,000	0	53,000
Total Values:	40.000	53,000	0	53,000
Estimated Fair Market Value:				74,400

Ownership

DAVID J SCHMITT	13720 JAMES ST	BROOKFIELD WI 53005
JOHN D SCHMITT	6501 N 81ST ST	MILWAUKEE WI 53223

TAX RECORDS - KEY TO CODES

RE = Real Estate	SA = Special Assessments	PF = Private Forest
LC = Lottery Credit	SC = Special Charges	MFLO = Managed Forest Land Open
FD = First Dollar Credit	DU = Delinquent Utilities	MFLC = Managed Forest Land Closed

*** THERE ARE NO PRIOR DELINQUENT PAYMENTS DUE ***

2023 TAXES	GRE	(FD)	(LC)	RE	SA	SC	DU	PF	MFLO	MFLC	TOT
Tax Due:	651.98	(0.00)	(0.00)	651.98	0.00	0.00	0.00	0.00	0.00	0.00	651.98
Tax Paid:				651.98	0.00	0.00	0.00	0.00	0.00	0.00	651.98
Balance:				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Tax ID 33370 Total Due For 2023 Tax: 0.00

*** THERE ARE NO TAXES DUE ON TAX ID 33370 ***

Sawyer County Treasurer

JANEEN ABRIC, 10610 MAIN STREET SUITE 16

PO BOX 935

HAYWARD WI 54843-0935

Phone: (715) 634-4868

Credit Card Pay Site

<https://sawyercounty.gov.org/payonline>

1/9/24, 12:02 PM

STATEMENT RE

Real Estate Tax Statement

SAWYER COUNTY, WISCONSIN

Printed: 1/9/2024 12:02:00 PM

SCHMITT, DAVID J

Tax ID: 33373

Legacy PIN: 032438124301

PIN: 57-032-2-38-04-12-4 03-000-000010

Property Description

Site Address: N/A

Municipality: TOWN OF WINTER

Description: (Not for use on Legal Documents)

SWSE S12-T38N-R04W

SWSE

Document: 435146

Acreage: 40.000

2023 Assessments

Code	Acres	Land	Impr.	Total
G6 - PRODUCTIVE FOREST	40.000	53,000	0	53,000
Total Values:	40.000	53,000	0	53,000
Estimated Fair Market Value:				74,400

DAVID J SCHMITT
13720 JAMES ST
BROOKFIELD WI 53005

Ownership

DAVID J SCHMITT	13720 JAMES ST	BROOKFIELD WI 53005
JOHN D SCHMITT	6501 N 81ST ST	MILWAUKEE WI 53223

TAX RECORDS - KEY TO CODES

RE = Real Estate
LC = Lottery Credit
FD = First Dollar Credit

SA = Special Assessments
SC = Special Charges
DU = Delinquent Utilities

PF = Private Forest
MFLO = Managed Forest Land Open
MFLC = Managed Forest Land Closed

~~~ THERE ARE NO PRIOR DELINQUENT PAYMENTS DUE ~~~

2023 TAXES	GRE	(FD)	(LC)	RE	SA	SC	DU	PF	MFLO	MFLC	TOT
Tax Due:	651.98	(0.00)	(0.00)	651.98	0.00	0.00	0.00	0.00	0.00	0.00	651.98
Tax Paid:				651.98	0.00	0.00	0.00	0.00	0.00	0.00	651.98
Balance:				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Tax ID 33373 Total Due For 2023 Tax: 0.00

~~~ THERE ARE NO TAXES DUE ON TAX ID 33373 ~~~

Sawyer County Treasurer

JANEEN ABRIC, 10610 MAIN STREET SUITE 16

PO BOX 935

HAYWARD WI 54843-0935

Phone: (715) 634-4868

Credit Card Pay Site

<https://sawyercountygov.org/payonline>

Document Number

QUIT CLAIM DEED

This Deed, as authorized by the Sawyer County Board of Supervisors and pursuant to law, **SAWYER COUNTY**, a municipal corporation duly organized and existing under the laws of Wisconsin and having its principal office at the county seat in the City of Hayward, Sawyer County, Wisconsin, quit claims to **JOHN D. SCHMITT and DAVID J. SCHMITT**, the following described real estate in Sawyer County, State of Wisconsin:

Grantor, quit claims to Grantee, the following described real estate in Sawyer County, State of Wisconsin:

SEE ATTACHED LEGAL DESCRIPTION

Together with all appurtenant rights, title and interests.

Fee Exempt Section 77.25(2) of the Wisconsin State Statutes

Dated this ____ day of _____, 2024.

Speer Law Office, LLC
166 North Lake Avenue
Phillips, WI 54555

032-438-12-3301, 032-438-12-4301
Parcel Identification Number (PIN)
This is not homestead property.

SAWYER COUNTY

By: **LYNN FITCH**, Sawyer County Clerk

ACKNOWLEDGEMENT

State of Wisconsin)
) ss
County of Sawyer)

Personally came before me this _____ day of _____ 2024, the above named **LYNN FITCH**, as the Clerk of Sawyer County to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission is/expires _____

This Instrument Drafted By: Attorney Kristi L. Speer



SPEER
LAW OFFICE, LLC

166 North Lake Avenue
Phillips, WI 54555
(715) 339-2190

Supplement to the Quit Claim Deed from **SAWYER COUNTY** by **LYNN FITCH**, as the Sawyer County Clerk, as Grantor, and **JOHN D. SCHMITT and DAVID J. SCHMITT** as Grantee.

LEGAL DESCRIPTION

This conveyance is intended to release any and all flowage rights, and any rights to gravel pits reserved in that certain Quit Claim Deed from Sawyer County to John Dietz recorded July 21, 1945, in Volume 75 on page 368, as Document No. 77916; and in that certain Quit Claim Deed from Sawyer County to John Dietz recorded February 10, 1947 in Volume 75 on page 568, as Document No. 82630, with regards to the following described real estate:

Parcel 1

The Southwest 1/4 of the Southwest 1/4, Section 12, Township 38 North, Range 4 West, in the Town of Winter, Sawyer County, Wisconsin.

Parcel 2

Intentionally not included.

Parcel 3

The Southwest 1/4 of the Southeast 1/4, Section 12, Township 38 North, Range 4 West, in the Town of Winter, Sawyer County, Wisconsin.