

Jan 2011

WIDOT Northwest Region  
718 W. Clairemont Ave.  
Eau Claire, WI 54701-5108

Attn: Ann Gieze

Subj: Hwy 35 South right of way and the Hudson Marina

**Project:**

The St Croix Marina Condominiums Inc. is seeking to gain the use of a portion of State Highway 35 South right of way for the purpose of widening the Marina's roadway and parking area. The widened road and additional parking would greatly improve safety and emergency vehicle access while providing improved car parking in the summer and boat storage in the winter. The additional parking is needed as more of our owners are renting their slips; renters tend to use their boat more often. Today over half of our 300 slips are rentals where 10 years ago the number was closer to 25%. The majority of the rentals are located along the area of widening. Winter storage problems are a result of boats becoming longer and wider.

The use of the right of way would be until such time that the DOT would require it's use. The Marina would then return the property and all improvements back to the DOT at no cost. The attached sketches depict an elevation and plan view of the proposed widening. The Google map gives an aerial view of the area.

**Details:**

The proposal involves widening the Marina roadway by 15 feet to the east by cutting into the existing embankment and reshaping the slope. The slope would then be covered with geotextile fabric covered with medium random rip-raped to a thickness of 1.5'. At this time we are indicating a 1 ½ to 1 slope, however this is open to change to meet DOT requirements. A 6' high cyclone fence would be installed at the top of the rip-rap to replace the existing fence at the bottom near the existing roadway.

**Points to consider:**

- The Marina presently maintains this area to retain it's appearance both to the Marina and The city of Hudson. The Rip-Rap would be an improvement over mowing the steep hillside.
- The Rip-Rap will aid in preventing erosion from flood waters. Signs of the 2001 flood are evident nearly 20' above the marina roadway.
- We would like to invite you to view the area and have our contractor Zappa Bros. more fully explain our plan.

Thank you, for considering our request. You may reach me at 651-253-5888 or  
Email [hbanders@comcast.net](mailto:hbanders@comcast.net)

Sincerely;  
Harry Anderson

St Croix Marina  
16 S. First St.  
Hudson, WI 54016

LARRY,

THIS IS ALL THE

INFO I HAVE SO FAR.

JEFF

THIS IS AREA  
ALONG HWY 35 S

500'

I 94

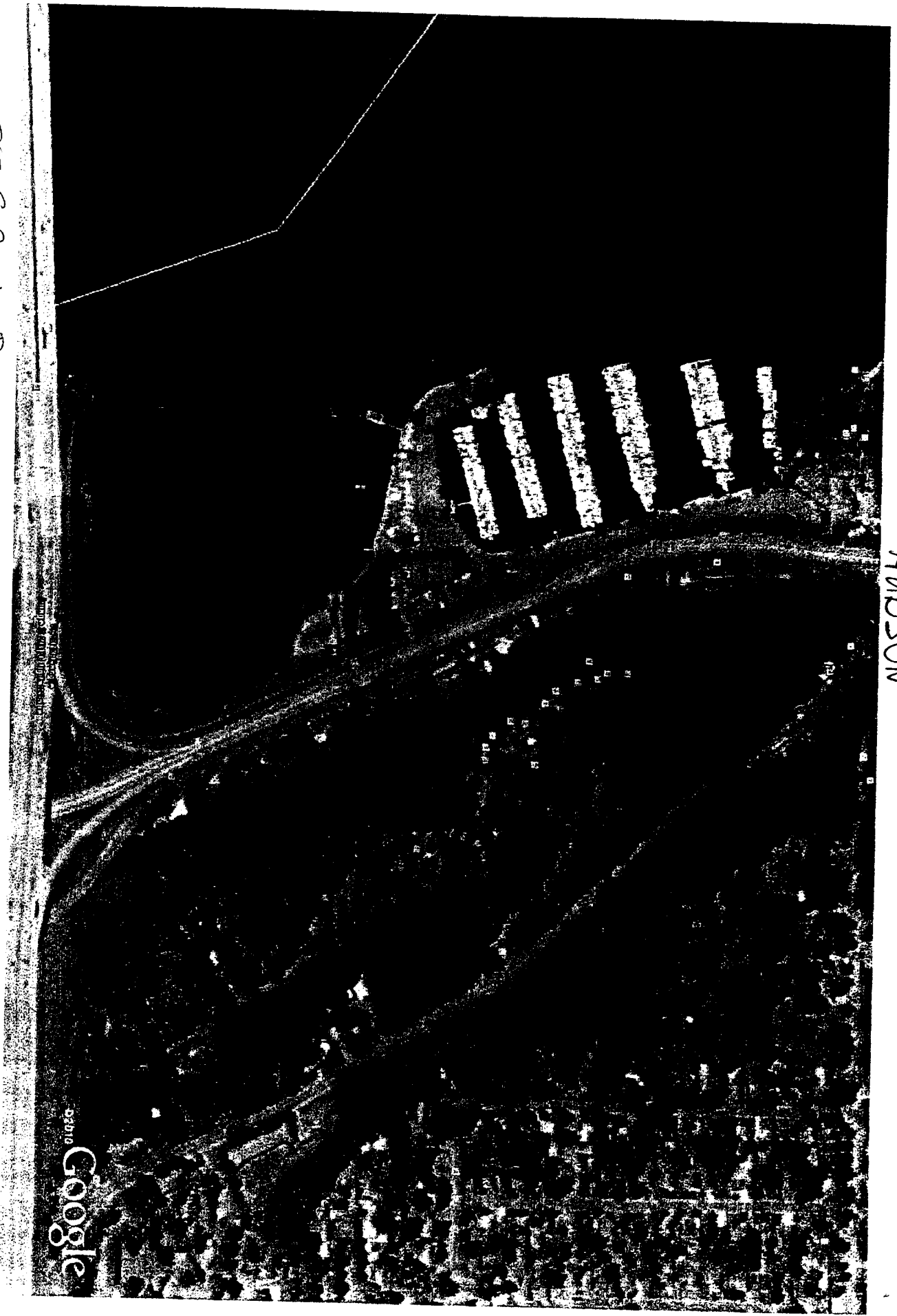


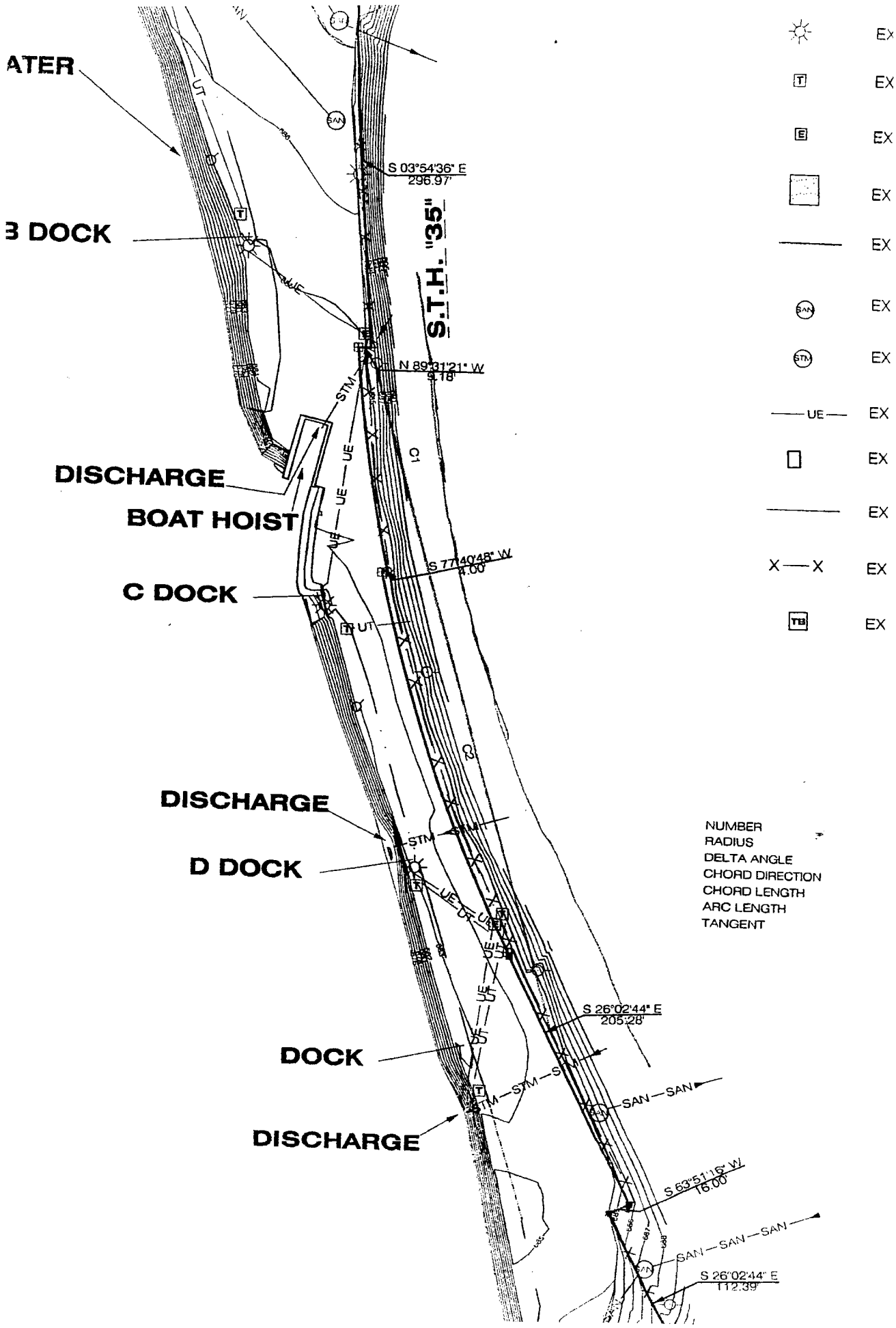
ST CROIX RIVER













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HUDSON

Google



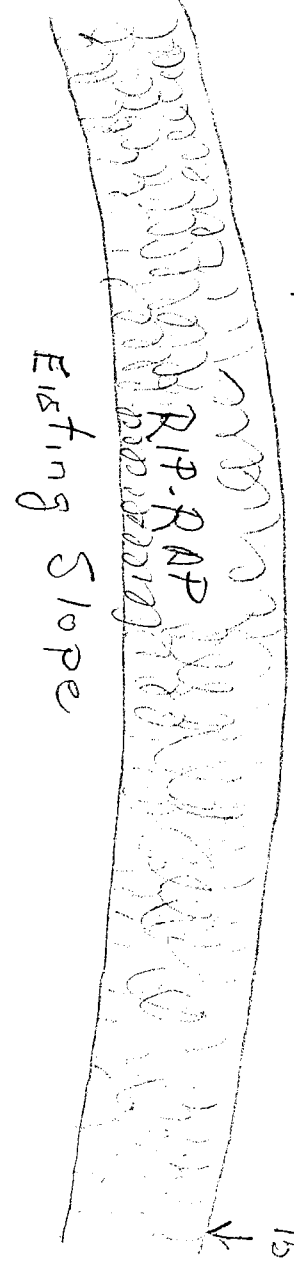


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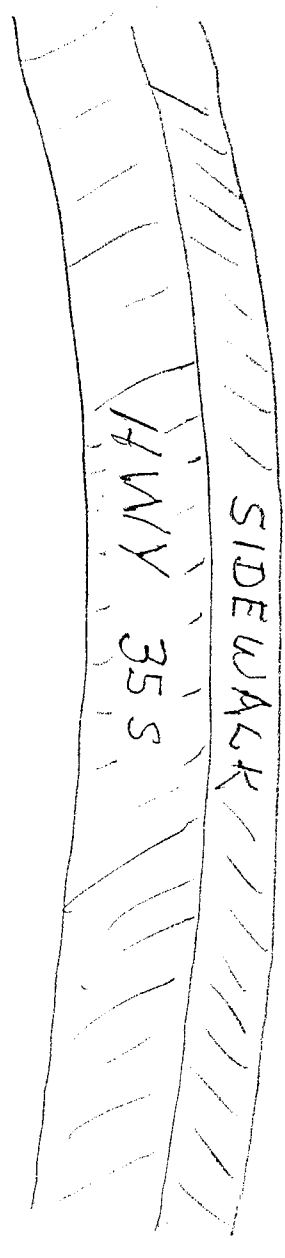
NUMBER  
 RADIUS  
 DELTA ANGLE  
 CHORD DIRECTION  
 CHORD LENGTH  
 ARC LENGTH  
 TANGENT

EXISTING ASPHALT

PROPOSED ASPHALT



Existing Slope

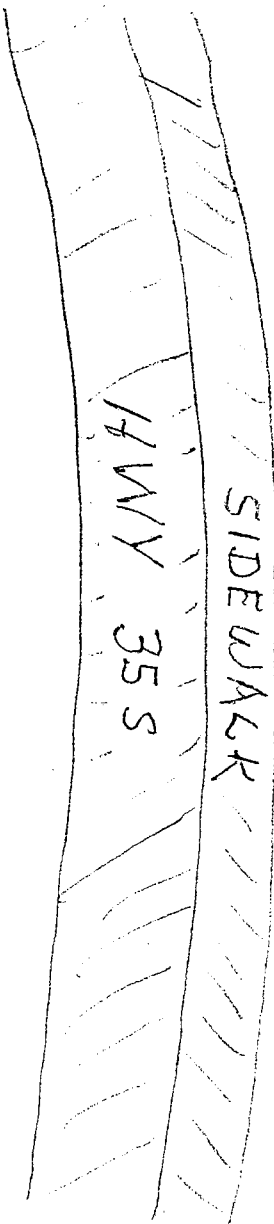
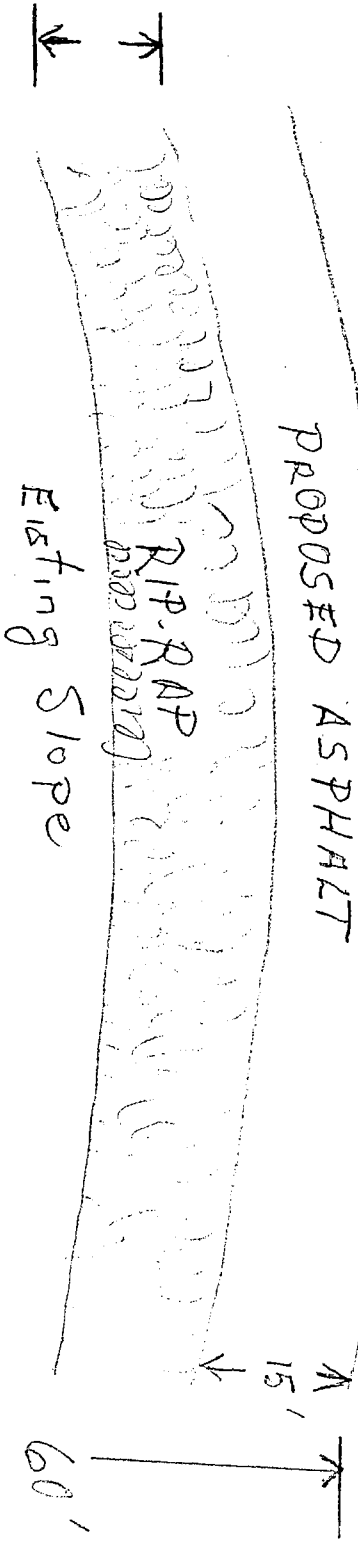


PROPOSED PLAN VIEW

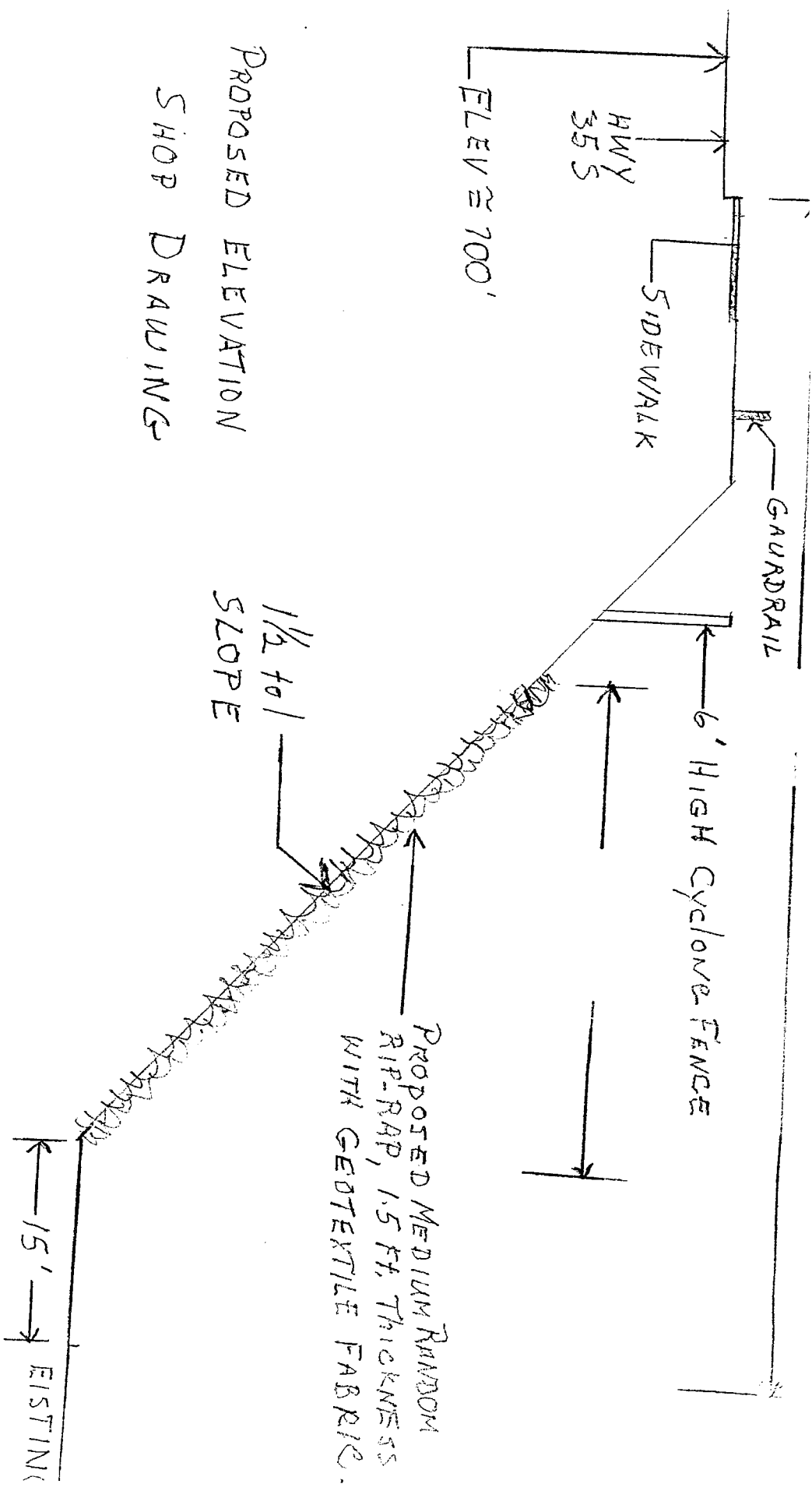
SHOP DRAWING

EXISTING ASPHALT

PROPOSED ASPHALT



PROPOSED PLAN VIEW



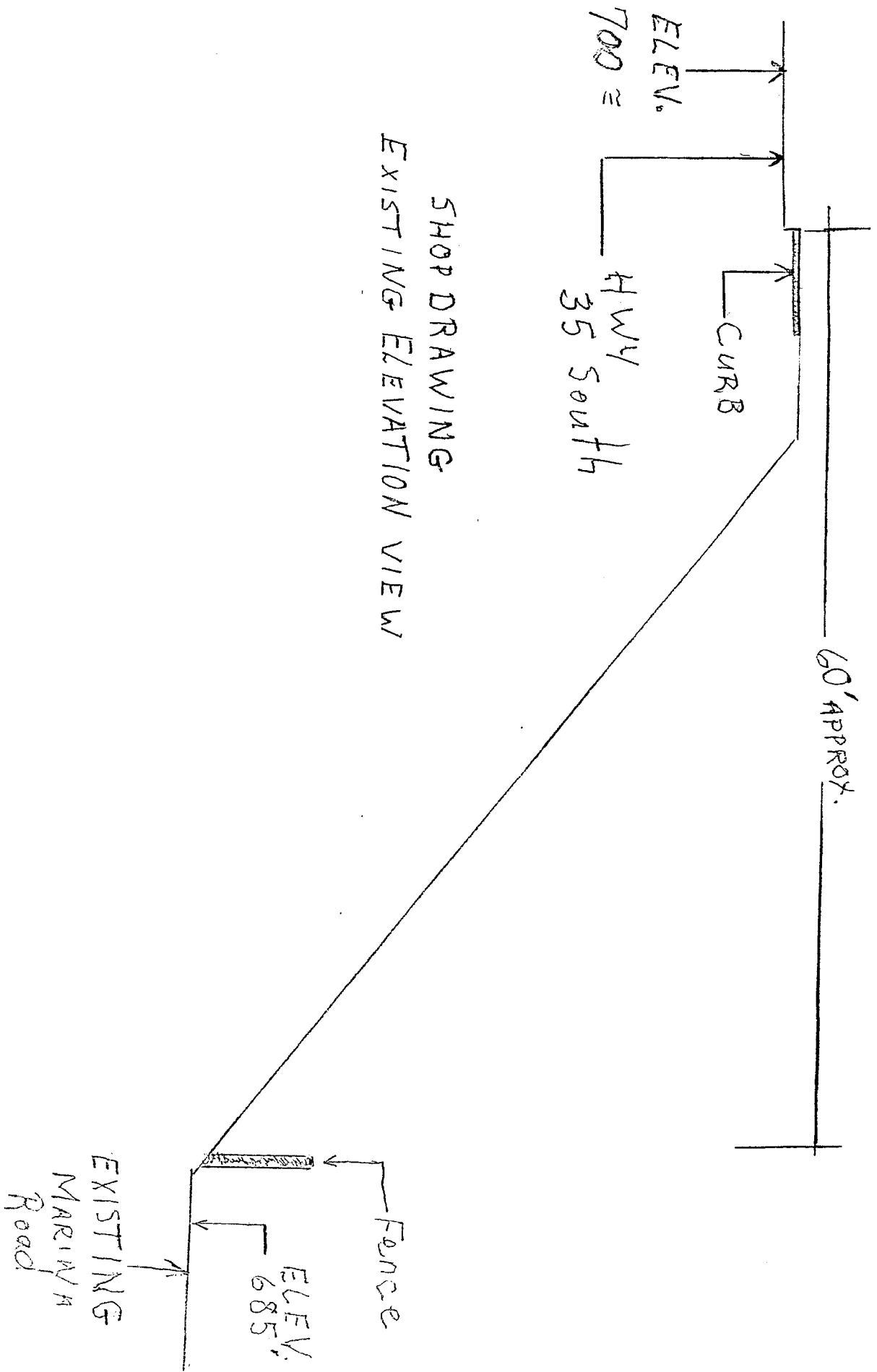
PROPOSED ELEVATION  
SHOP DRAWING

1/2 to 1  
SLOPE

PROPOSED MEDIUM RANDOM  
RIPRAP, 1.5 FT. THICKNESS  
WITH GEOTEXTILE FABRIC.

15' EXISTING

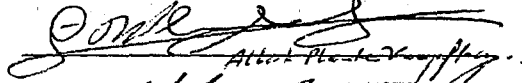
SHOP DRAWING  
EXISTING ELEVATION VIEW



8. This agreement does not grant any change in access to STH 35.
9. The TENANT agrees to pay a rent in the amount of \$100 per year, payable in advance to the Wisconsin State Treasurer and mailed to the Wisconsin Department of Transportation, Attn: Real Estate Dept, 718 W. Clairemont Avenue, Eau Claire, WI 54701. As stated above, the Term of this agreement shall be for one-year commencing November 21, 2011 and shall be renewable annually thereafter to TENANT up on the same terms by payment of rent on or before the first day of January of each calendar year unless terminated as hereinafter provided.


DATE 11/16/11 GRANTED TO:

St. Croix Marina Condominiums, Inc

  
Allen Holmstrom

President, St. Croix Marina

APPROVED:

  
NW Region Technical Services Manager  
Allen Holmstrom

DEPARTMENT OF TRANSPORTATION  
NORTHWEST REGION-EAU CLAIRE  
718 WEST CLAIREMONT AVENUE  
EAU CLAIRE, WI 54701

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION - NORTHWEST REGION-EAU CLAIRE  
USE AND OCCUPANCY AGREEMENT

COPY

This agreement between the State of Wisconsin, Department of Transportation, OWNER, and St. Croix Marina Condominiums, Inc. TENANT, constitutes a granting of the right to occupy and use, the following described lands in St. Croix County FOR PURPOSES OF WIDENING THE MARINA'S ROADWAY AND PAVING A PARKING LOT. The right of occupancy and use of said lands by the TENANT, shall, subject to the terms and conditions set out below, extend from the execution and acceptance of this agreement until such time as the Parcel is sold in accordance with the procedures for disposal of excess right of way or until such time as the parcel is needed for highway purposes and shall be contingent upon the proper performance of the obligations herein enumerated.

The lands included in this agreement are described as follows:

A 15' x 500' area located in Government Lot 4 of Section 25, T29N, R20W lying westerly of Front Street in the City of Hudson as highlighted on the attached plat.

The Term of this agreement shall be for one-year commencing November 21, 2011 and shall be renewable annually thereafter to TENANT upon the same terms by payment of rent on or before the first day of January of each calendar year unless terminated as hereinafter provided.

The right of occupancy of the TENANT is subject to the above rights of the OWNER and contingent upon the proper performance of the following obligations of the parties of the TENANT:

1. OWNER shall have the right to enter upon the property for the purpose of reasonable inspection and for purposes of showing and selling the property during the entire term of occupancy.
2. The TENANT shall be responsible for normal maintenance of the land. The TENANT shall, at no expense to the State, keep and maintain the premises free from rubbish, paper, cans, trash, and debris and inflammable materials of every description and at all times in an orderly, clean, safe, and sanitary condition and during the winter months the TENANT shall, at his/her own expense remove the snow from the property if it is necessary to do so for the intended use.
3. ~~The TENANT agrees to pay any and all claims against themselves or the property which may arise as a result of occupancy and agree to waive harmless the OWNER, claims as may arise from said occupancy. The TENANT further agrees to indemnify the State, its officers, employees and agents, against all such claims and liability. These claims will include, but not be limited to, all costs for the clearing of the soil on the grounds caused as a result of excessive maintenance of liquid being deposited or spilled on or within the leased area or equipment, property, or actions of the Lessee, its agents, employees, or suppliers. The TENANT also agrees to be responsible for repairs to the roadway which occur due to the construction operations by the TENANT.~~
4. Personal property and/or liability insurance shall be the obligation of the TENANT.
5. The TENANT shall not transfer or assign any rights of occupancy granted as part of this agreement.
6. It is expressly intended and agreed by both parties that anytime during the term of this Agreement, upon 30 days written notice to the TENANT by the OWNER or its representatives, occupancy of the TENANT may be terminated without liability for loss which may be sustained by said TENANT. The TENANT agrees to waive any and all damages to the improvements listed above by any future highway project constructed within the land of this agreement. The removal of the parking area, roadway and any rip-rap or fencing will be the responsibility of the TENANT.
7. Not to change or obstruct in any manner the existing drainage pattern of lands being leased.