

883085

Document Number

EASEMENT

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GAYLE I. WAHNER  
DOUGLAS COUNTY RECORDER  
SUPERIOR, WI 54880-2769  
Fee Amount: \$30.00  
Total Pages 6

Recording Area

Return:

North Country Trail Association  
229 E Main St  
Lowell MI 49331

Parcel Identification Numbers:

30/CK

THIS GRANT OF A TRAIL RIGHT OF WAY AND CONSERVATION EASEMENT is made as of this 14<sup>th</sup> day of April, 2016 by DOUGLAS COUNTY, ("Grantor"), and the NORTH COUNTRY TRAIL ASSOCIATION, INC., (hereinafter referred to a Grantee), as a holder of the easement pursuant to the provisions of ss. 23.17, 23.175 and 23.293(11) of the Wisconsin Statutes.

WITNESS THAT:

PARCEL#S : SO 026000852-00 AK  
SO 026000853-00

WHEREAS, the Grantor is the sole owner in fee simple of certain real property (the "Servient Estate) consisting of the W 1/2 of the NE 1/4 of Section 13, Township 45 North, Range 12 West, in the Town of Solon Springs, Douglas County, State of Wisconsin, more particularly described as a strip of land 200 feet in width, being 100 feet on each side of a marked centerline across the W 1/2 of the NE 1/4, and shown on the attached Exhibit "A" made a part hereof, and subject to any easements and reservations of record, and said property (the trail easement area) hereinafter referred to as the "Property;" and

WHEREAS, the trail is intended to enhance local, regional, and national hiking and recreational opportunities for the general public as a section of the North Country National Scenic Trail, authorized by act of Congress in 1980 through Public Law 96-199, and to protect the natural, open space and environmentally significant areas associated with the trail; and

WHEREAS, the common law and Section 700.40 of the Wisconsin Statutes recognize "conservation easements" for the purpose of protecting recreational and scenic values for public enjoyment; and,

WHEREAS, the Grantee desires and intends to provide for a right-of-way for the use by the public over and across the Property and to permit the maintenance and improvement of the trail corridor by the Grantee and/or Assigns and to restrict other uses of the Property which would be inconsistent with the purposes of this Easement.

NOW, THEREFORE, in consideration of the foregoing Recitals and for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties agree as follows:

## I. PURPOSE OF THE EASEMENT:

1. The Easement is established for non-motorized, passive recreational trail purposes, such as walking, hiking, jogging, running, snowshoeing, and cross-country skiing. Should any question arise regarding the propriety of any use of the Trail Easement Area, this Trail Access Easement shall be construed liberally in favor of such use; provided, however, that the Grantee or its designee, in its sole discretion, shall have the right to regulate or restrict uses (including but not limited to those specific uses listed above) which Grantee determines to be unsafe or otherwise detrimental to the continued use and vitality of the North Country National Scenic Trail or the condition of the Trail Easement Area.
2. The trail Easement Area shall consist of the property 100 feet on either side of the trail route line appearing on the attached Exhibit "A". The trail shall be indicated on the ground by blazes or other standard markings. The location of the Trail Easement Area on the Servient Estate may be changed from time to time, with the written consent of Grantor and Grantee. Any such change shall be recorded in the land records of Douglas County, Wisconsin.

## II. RIGHTS OF THE GRANTEE (NCTA):

The Grantee shall have the following rights within the trail corridor as holder of this conservation easement:

### 1. Construction and Maintenance of Trail Easement Area

- a. The right to establish the North Country Trail across, over and through the Property at a location to be determined by Grantee at such time as Grantee desires to actually construct the trail and make it available for public use and the right to permit use of the North Country Trail by the general public. Said use shall be limited to access by foot, snowshoe, ski or other compatible means over and across the Property.
- b. The right to lay out, construct, develop, operate, maintain, identify, bridge, repair, remove or relocate a meandering trail path; to make topographical changes to the Property for the necessity and convenience of locating the trail and to protect the Property from erosion by the use of bridges, steps, water diversion structures or special trail surface covers or other appropriate measures; to post signs marking the trail footpath; and to manage vegetation through selective planting or removal of trees or exotic or nuisance plant species, in order to maintain and enhance the scenic, natural and ecological value of the Property.
- c. The right to inspect the Easement Area and to enforce the covenants of the Grantor and the rights of the Grantee by any action in law or in equity. The Grantee shall not waive or forfeit its right to take legal action to enforce this agreement by any prior failure to act.
- d. The Grantor conveys to the Grantee, its employees, officers, and agents the right of ingress and egress from and to the Easement Area across all contiguous lands owned by the Grantor for the purpose of constructing, developing, maintaining, managing and inspecting the trail. It is understood that field roads, roadways, passageways, lanes or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The Grantor may provide a designated route to and from the Property which the Grantee shall use if said route is reasonably convenient.
- e. Grantor has no responsibilities for trail maintenance except to the extent necessary to repair damage caused by Grantor, nor does Grantee have such responsibilities except as needed to repair damage caused by Grantee.

### 2. Grantee's Right to Suspend Trail Use

Grantee shall have the right to prohibit public access and use from time to time as deemed necessary by Grantee through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means from any portion of the Property. Motor vehicles shall be prohibited, except vehicles in use by the Grantee for purposes permitted by this agreement or for health and safety emergencies.

3. Easement Runs with Land; Successors and Assigns

This Easement shall bind and run with title to the Servient Estate forever, and shall inure to the benefit of Grantee and Grantee's successors and assigns. Grantee may terminate this Easement as provided under Item #4, below.

4. Termination/Modification

In the event that the Grantee determines that the Trail Easement Area is no longer needed or desirable across the Servient Estate, Grantee may terminate said easement by written instrument duly signed by Grantee and fully acknowledged, and recorded in the land records of Douglas County, Wisconsin. This Trail Access Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the land records of Douglas County, Wisconsin.

**III. COVENANTS OF GRANTOR (owner):**

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of himself, his heirs, successors and assigns, which shall run with and bind the Property in perpetuity:

1. The Grantee, or its assigns, is authorized and permitted to undertake development of a trail path to meander within and across the Property for use by the general public;
2. The Property shall be used exclusively for a recreational trail, the production of agricultural crops, public hunting and other conservation purposes only;
3. The Grantor shall not conduct or allow any residential, commercial or industrial use of the Property, nor shall any right of passage across or upon the Property be allowed or granted in conjunction with residential, commercial or industrial activity which would interfere in any manner with Grantee's uses of the Property granted by this Easement.
4. The Grantor shall not construct or place temporary or permanent buildings, mobile homes, advertising signs, billboards or other advertising materials or other structures upon the Property.
5. The Grantor shall not fill, excavate, mine, drill or remove topsoil, sand, gravel, rock, minerals or other materials, or make any change in the topography of the Property in any manner.
6. There shall be no dumping of trash, garbage or other unsightly or hazardous material upon or within the Property.
7. There shall be no manipulation or alteration of watercourses, lake shores, wetlands or other water bodies within the Property, nor shall any activities be undertaken within the trail corridor which are detrimental to water quality;
8. The cutting of timber shall not be permitted on the Property except as follows:
  - a. The right to clear and restore forest cover that is damaged by forces of nature
  - b. The right to gather and use or remove dead, diseased or downed wood.
  - c. The right to practice sustainable forestry practices which includes timber harvest as specified in a Forest Stewardship Plan or if the property or any part thereof, is enrolled in the Forest Crop Law, ch. 77, subch. I, Wis. Stats., Managed Forest Land Program, ch.77, subch. VI, Wis. Stats, or other forest tax program administered by the Grantee then timber harvest in conformance with the terms, conditions and standards of those programs shall be an acceptable use of the Property.

**IV. Governing Law**

This Trail Access Easement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

V. GENERAL PROVISIONS:

1. The Grantee intends that this grant be a perpetual easement enforceable by the Grantee against the Grantor, its heirs, successors and assigns forever. If any provision of this agreement is found to be invalid, the remainder of its provisions shall not be affected thereby.
2. Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of a scenic recreational trail corridor.
3. The Grantee shall have the right to transfer or assign any and all rights and responsibilities accruing to it by the grant of this Easement, provided that such transferee or assignee expressly agrees to uphold the conservation purposes of this Easement and to enforce its terms and conditions. This easement is fully valid and enforceable by any assignee of the Grantee whether assigned in whole or in part.
4. Any notices required in this Trail Access Easement shall be mailed by certified mail to Grantee at the following address or such other address as may be hereafter specified in writing:

North Country Trail Association  
229 E. Main Street  
Lowell, MI 49331

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

DOUGLAS COUNTY, Grantor

Susan J. Bardwick  
Title Douglas County Clerk

STATE OF WISCONSIN )  
                          ) SS.  
DOUGLAS COUNTY      )



Personally came before me this 19<sup>th</sup> day of April, 2016, the above named Grantor(s) Douglas County, to me known to be the person(s) who executed the foregoing instrument and acknowledged to me that he or she executed the same.

Cheryll Westman  
Notary Public, State of Wisconsin  
My commission (expires)(is) 8-21-16

ACCEPTED this 14<sup>th</sup> day of July, 2016.

1 NORTHERN COUNTRY TRAIL ASSOCIATION, INC.  
For the NCTA Board of Directors  
By Bruce E. Matthews  
Bruce E. Matthews  
Executive Director

STATE OF MICHIGAN

)

) ss.

KENT COUNTY

)

Personally appeared before me this 14th day of July, 2016, the above named Bruce E. Matthews, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Suzanne M. Olin  
Suzanne M. Olin

Notary Public, State of Michigan  
My commission (expires) (is) 11-1-2020

THIS INSTRUMENT WAS DRAFTED BY THE  
NORTH COUNTRY TRAIL ASSOCIATION.

Exhibit A

