

EXAMPLE TEMPLATE	XXX TRAIL EASEMENT AGREEMENT	
		Name and Return Address (easement holder)

Parcel Identification Number (PIN)

This is a Grant of a TRAIL EASEMENT on the XXX Trail granted by XXX (“LANDOWNER”) to the XXX (insert name and address of easement holder) (“EASEMENT HOLDER”).

WHEREAS, Easement Holder is interested in improving public access to open space and natural areas in its jurisdiction (insert: city, county, town, other) and the XXX Plan(s) states that the presence of and access to natural resources for personal enjoyment, recreation and solitude is a key reason people visit and reside within the community. The plan(s) further states that goals are to make appropriate use of land within area under their jurisdiction (insert city, county, town, other) in a manner that protects and preserves the environment and the rural character of the community, and to establish routes for trails for non-motorized (may also include motorized) recreational activities; and

WHEREAS, Landowner is the sole owner in fee simple of certain real property which is crossed by the XX Trail and which real property is more particularly described in Exhibit A attached hereto (“Property”); and

WHEREAS, Landowner desires to grant an easement to maintain a public trail across a portion of the Property (“Trail Easement Area”), more particularly described in Exhibit A and B, attached hereto, which shall become part of the Trail; and

WHEREAS, X plans (City, Town, County) related to this area recognize the need for and benefit of trails and establishing easements for these trails; and

WHEREAS, Easement Holder desires to accept the easement and intends to provide a right-of-way for the use by the public over and across the Trail Easement Area for public recreation purposes; and

WHEREAS, the Easement Holder is qualified to be a “holder” (as that term is defined in section 700.40(1)(b) of the Wisconsin Statutes) of conservation easements pursuant to section 700.40(2) of the Wisconsin Statutes.

NOW THEREFORE, the Landowner by this Easement grant to the Easement Holder and its successors and assigns a trail easement across the Trail Easement Area as described on Exhibits A and B below for a period of X year(s)(minimum of 5 years).

1. **Purpose.** It is the purpose of this Easement that the Trail Easement Area is established for XX types of uses (e.g. non-motorized, passive recreational trail purposes, such as walking, jogging, running,

cross-country skiing, and snowshoeing; motorized e.g. snowmobiles may be permitted in the Trail Easement Area).

2. **Covenants of Landowner.** In furtherance of the foregoing, the Landowner makes the following covenants, which covenants shall run with and bind the Trail Easement Area for a period of XX year(s). Any activity on or use of the Trail Easement Area inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited (examples given below):

A. Public access anywhere else on the Property, except for within the Trail Easement Area.

B. Type of use(s). For example: motorized use (e.g. snowmobile, UTV, ATV, etc.); and except for trail maintenance activities performed by Easement Holder with permission from Landowner.

C. The placement or construction of any buildings or other structures of any kind within the Trail Easement Area (including, without limitation, billboards, residential or commercial buildings, roads, towers, and utility lines).

C. The dumping or other disposal of non-compostable refuse, invasive plant material, trash, garbage, debris or other unsightly or offensive material along within the Trail Easement Area.

D. Any manipulation or alteration of watercourses or wetlands within the Trail Easement Area, or any activities undertaken within the Trail Easement Area which are detrimental to water quality.

Landowner agrees to allow Easement Holder to maintain and improve the Trail Easement Area as needed and to restrict other uses of the Trail Easement Area which would be inconsistent with the purposes of this Easement; and

3. **Reserved Rights of Landowner.** Landowner and Landowner's successors and assigns reserve all rights accruing from the ownership of the Property including the right to engage in or permit or invite guests to engage in all uses of the Trail Easement Area that are not expressly prohibited or inconsistent with the purposes of this Easement.

4. **Rights of the Easement Holder.** To accomplish the purposes of this Easement, the following rights are conveyed to the Easement Holder:

A. The right-of-way and easement to permit general public access by the following: (insert specifics such as: foot, snowshoe, ski, bike, snowmobile, ATV, UTV, etc.) but not other uses unless described above, over and across the Trail Easement Area. The property boundaries at each end of the easement will be signed where they intersect with the Trail so users know when they enter the Landowner's property.

B. The right to limit access by or exclude the public by appropriate means from any portion of the Trail Easement Area except as provided for herein. The Easement Holder will post signs using No Trespassing Beyond Trail or similar language at points as designated by the Landowner.

C. The right to maintain and improve the Trail Easement Area as needed and to restrict other uses of the Trail Easement Area which would be inconsistent with the purposes of

this Easement. Such activities may include installing rock, gravel, or boardwalk materials, making minor topographical changes for the necessity and convenience of locating the Trail, etc.

D. Easement Holder will notify Landowner via phone, email, or letter at minimum 24 hours in advance of completing maintenance and improvement work within the Trail Easement Area. With permission from the Landowner, the Easement Holder may also be given permission to post signs to mark the Trail and/or interpret natural features.

E. The right to enter the Trail Easement Area at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement.

F. The right to prevent any activity on or use of the Trail Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Trail Easement Area that may be damaged by any inconsistent activity or use.

5. Subsequent Transfers and Assignment. Landowner agrees to give written notice to Easement Holder of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Landowner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Easement Holder shall have the right to transfer or assign any and all rights and responsibilities accruing to it by this Easement, provided that such transferee or assignee is a qualified holder under § 700.40 Wis. Stats. and expressly agrees to uphold the recreation purposes of this Easement and to enforce its terms and conditions. Furthermore, the covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and (where applicable) their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

6. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

To Landowner:
Name(s) and Address

To Easement Holder:
Name(s) and Address

or to such other address or by such other means of common communication as either party from time to time shall designate by written notice to the other.

7. Recording. Easement Holder shall record this instrument or a memorandum thereof in the office of the Register of Deeds and may re-record it at any time as may be required to preserve its rights in this Easement.

8. General Provisions.

A. Controlling Law and Liability. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin. Wisconsin's Recreational Immunity Law (Wisconsin Statute 895.52) protects landowners who allow the public to use their property to engage in recreational activities. This law was formerly known as the "Berry Picking Statute." The law currently does not require a landowner to keep the property safe, inspect it, or give warning to others of an unsafe condition on the property. This law protects an owner (or grants him or her immunity) from liability for injuries that may occur on the property.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and to the subject matter set forth herein.

E. Amendment; Termination of Rights and Obligations. This Easement may only be amended by a written instrument executed by Landowner and Easement Holder. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Trail Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

IN WITNESS WHEREOF Landowner and Easement Holder dated this ____ day of X Month 20XX.

LANDOWNERS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

)

_____ COUNTY)

Personally came before me _____, 20____, the above-named _____, to me known to be the person who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin

My Commission: _____

ACCEPTANCE

Town of Bayfield hereby accepts the Easement Holder's interest in this Easement.

TOWN OF BAYFIELD

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN }
) ss
BAYFIELD COUNTY }

Personally came before me _____, 20__ , the above-named _____,
the _____ and _____, the
_____ of the Town of Bayfield, to me known to be the persons who executed the
foregoing document as such officers and acknowledged they executed the foregoing document as such
officers on behalf of said corporation by its authority.

Notary Public, State of Wisconsin
My commission: _____

This document was drafted by:
XX Organization
Address

EXHIBIT A

PROPERTY LEGAL DESCRIPTION and DESCRIPTION OF TRAIL EASEMENT AREA

PROPERTY LEGAL DESCRIPTION

The Parcel described Township XN, Range XW, Section XX, Bayfield County, Wisconsin. Tax ID #

TRAIL EASEMENT AREA

The Trail Easement Area is described as follows:

A strip of land approximately 12 feet in width over and along an existing trail and approximately XX feet in length from the north or east boundary to the south or west boundary of the Property.

Narrative description of location: This property is located at: ...give narrative description of location (e.g. the top of the ridge on the east side of the Big Ravine in the Town of Bayfield) as approximately shown on Exhibit B.

Insert additional segments as needed.

EXHIBIT B

TRAIL EASEMENT AREA MAP (insert map)

This is an approximate location of the Trail Easement Area.

Legal description of the Trail Easement Area: TXXN, RXXW, Section XX, Bayfield, County, WI