

EASEMENT

This agreement (“Agreement”) for an Easement is made between the **City of Manitowoc**, a Wisconsin Municipal Corporation, 900 Quay Street, Manitowoc, WI 54220-4543 (“City” or “Grantee”) and **Woodland Dunes Nature Center and Preserve, Inc.**, a Wisconsin Corporation, 3000 Hawthorne Avenue, Two Rivers, WI 54241 (“Woodland Dunes” or “Grantor”).

RECITALS

A. Woodland Dunes is the “Owner” of property (“Property”) located in the Town of Manitowoc Rapids, Manitowoc County, Wisconsin; said Properties are further described as follows:

Tax Parcel No. 010-026-009-005.00

A parcel of land described in V. 389 P. 66, V. 2166, P. 146, V. 2297, P. 206, being in the NE ¼, SW ¼, S. 26 T. 19N R. 23E excluding the West 100’ of the South 435.6’; also excluding RR ROW; also excluding Tract A of a CSM V. 2, P. 233; also excluding described as follows: Commencing 100’ East of the SW Corner of NE ¼ SW ¼; thence N 1° 29’ W, 25’ to POB; thence continuing N 1° 29’ W, 410.6’; thence S 88° 30’ 50” W, 100’; thence N 1° 29’ W, 267.7’; thence N 83° 23’ 30” E, 773’; thence S 4° 23’ 30” W, 751.27’; thence S 88° 30’ 50” W, 593’ to POB; also excluding V. 2081 P. 520 for road; also excluding Lot 1 of CSM V. 33 P. 171; also excluding Lot 1 of CSM V. 35 P. 41, all located in S. 26 T. 19N R. 23E.

Tax Parcel No. 010-026-010-001.00

A parcel of land described in V. 389 P. 66, V. 704 P. 662 and V. 2166 P. 146, located in the E ½, NW ¼, SW ¼, S. 26 T. 19N R. 23E lying north of RR.

- B. The Woodland Dunes property described above is subject to a deed restriction prohibiting bicycle usage.
- C. City, in 2020, purchased a four-acre parcel of land from the Mazanec family, inherited from the Vetter family, which is immediately adjacent to land owned by Woodland Dunes Nature Center, to ensure that the City and Woodland Dunes could partner to improve trail access and would further the City’s Comprehensive Plan, Comprehensive Parks and Recreation Plan, and recreational opportunities in the City of Manitowoc. This property has been deed-restricted as parkland and shall be known as the “Vetter Trailhead” to honor the legacy of the Vetter family, who farmed this area from 1934-2018.

- D. City plans to construct a new driveway, parking lot, trailhead and connecting public Trail to create significant public access to Camp Vits Park, part of which would require passing through the two Woodland Dunes' parcels described above in Section A. The City is in need of a perpetual, irrevocable, non-exclusive public use easement for the Trail. Other amenities to be established on the City's lot as part of the project include a vault privy building, informational kiosk, and a picnic area, all connected by ADA compliant paths.
- E. The Trail will consist of a 8-10 foot wide crushed and compacted stone path to be built ADA complaint wherever terrain permits. Trail meanders along the uplands parallel to the top of a creek corridor crossing three bridges before transitioning to a dirt path and continuing on to meet the existing Camp Vits trail system.
- F. City will construct an 8-10' wide crushed and compacted stone Trail through the Property in the Trail Easement area. The Trail may be lighted in the future. City will be responsible for all utilities consumed and connected related to the Trail and will discuss lighting improvements with Woodland Dunes for any lights placed on their property. The City will install three clear span bridges on the Trail traversing the creek on the Property in the Trail Easement area.
- G. City will perform all general care and maintenance of the Trail in the easement area such as: snowplowing, sweeping, crack filling, striping, bulb replacement, light post upkeep, pot hole repair, bridge maintenance and Trail reconstruction.
- H. Trimming and removal of trees, bushes, shrubs or other foliage in the Easement Area, as may be necessary, in the judgment of the Grantee, shall be the responsibility of the Grantee. The Grantor hereby consents to any such trimming and removal provided by the Grantee, however, the Grantee shall be required to restore the affected portion of the Easement Area to either substantially the same condition that existed prior to any work or to a condition acceptable to the Grantor.
- I. The City will have the right to close the Trail seasonally or periodically if it wishes at their discretion.
- J. Woodland Dunes will work with the City in good faith to grant additional access to the Trail when major maintenance is required.

Accordingly, in consideration of the recitals, the covenants, conditions and promises contained herein and set forth below, the Grantor and the Grantee agree to an Easement in favor of Grantee throughout the Grantor's property as follows:

1. **Recitals.** The recitals above are deemed true and correct.
2. **Grant of Easement.** In consideration of One Dollars (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged by Grantor, Grantor hereby creates, establishes, grants and conveys unto Grantee, for Grantee's benefit and the

benefit of the public, a perpetual, irrevocable and non-exclusive Easement to provide ingress and egress for pedestrian, joggers, and walked bicycles at all times in, over and through and across the following legally described Easement Area:

TRAIL EASEMENT DESCRIPTION

A 20 foot trail easement located in the NW 1/4 of the SW 1/4 and in the NE 1/4 of the SW 1/4 of Section 26, T.19N., R.23E., Town of Manitowoc Rapids, Manitowoc County, Wisconsin described as follows:

Commencing at the West 1/4 corner of said Section 26, thence N89°55'09"E along the North line of said NW 1/4 of the SW 1/4 656.36 feet to the east line of Tract 3 of a Certified Survey recorded in Volume 34, Page 219, thence S00°15'32"W along said east line 100 feet more or less to the point of real beginning, thence easterly and northerly along said trail easement 920 feet more or less as shown on Exhibit A to the north line of said NE 1/4 of the SW 1/4, the point of termination.

The final location of the trail easement will be centered on the actual trail construction following the lines shown on Exhibit A more or less.

3. **Purpose of Easement.** The purpose of the Easement is:

- (a) to provide ingress and egress for pedestrians, bicyclists, joggers, and like users of the Trail at all times. Dogs will be allowed on the trail but must be leashed and under control by their handler while on the Trail. Bicyclists must walk their bikes while on the portion of land owned by Woodland Dunes to comply with the deed restriction.
- (b) to provide ingress and egress at all times for construction equipment to enable the Grantee to perform work related to the construction, installation, inspection, maintenance, cleaning, repair, and reconstruction of the Trail in the Easement Area.

4. **Representations.** The Grantor represents and warrants to the Grantee that it is a duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and that the Grantor has legal or equitable interest in the Property, and further represent and warrants the following: that it has, at the time and date of execution of this Agreement, the power, authority and legal right to execute and enter into said Agreement, and to execute, enter into, and deliver all documents required of the Grantor to complete requirements contained in this Agreement; and that the person(s) signing this Agreement are duly authorized to do so, and their signatures bind the Grantor in accordance with the terms of this Agreement.

The Grantee represents and warrants to the Grantor that the Grantee has the power, authority and legal right to enter into all of the transactions, and to perform all of the covenants and obligations required to be entered into or performed by the Grantee, as the case may be, under this Agreement. The Grantee further represents and warrants to the Grantor that the Grantee is empowered and authorized to execute and deliver this Agreement and any other agreements and documents, if any, required hereunder to be executed and delivered by the Grantee as the case may be.

5. **Covenant Running With Land.** This Easement is a covenant running with the Property and is binding upon and inures to the benefit of and is enforceable by the parties hereto, their heirs, successors and assigns. The Easement is appurtenant to Grantor's Property, and Grantor's interest in the Easement may not be transferred, assigned or sublet separately from the Easement Area.

6. **Condition of Easement Area.** Grantor and the Grantee specifically acknowledges that Grantor, pursuant to this Agreement, has granted rights to the Grantee and the general public for utilization of the Easement Area on Grantor's property on an "as is with all faults" basis regarding the quality, nature, adequacy and physical condition of the Easement Area, including but not limited to soils, geology, groundwater, constructability, stability or suitability of said Property for any particular purpose. The Grantor and Grantee specifically acknowledge that they are not relying on any representations or warranties of any kind, whatsoever, express or implied, regarding the condition of the Easement Area.

7. **Notices.** All notices or other communications hereunder shall be deemed to have been sufficiently given or delivered if served by first class mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally and shall be addressed to the Grantee or the Grantor, as the case may be, as follows:

If to Grantee:
City Clerk
City of Manitowoc
900 Quay Street
Manitowoc WI 54220

with a copy to:
Community Development
City of Manitowoc
900 Quay Street
Manitowoc WI 54220

If to Grantor:
Woodland Dunes Nature Center & Preserve
3000 Hawthorne Avenue
P.O. Box 486
Two Rivers, WI 54241

[signatures to follow]

**WOODLAND DUNES NATURE CENTER
& PRESERVE, INC.**

CITY OF MANITOWOC

Thomas Kocourek, President

Justin M. Nickels, Mayor

Lyn Brouchoud, Secretary

Mackenzie Reed-Kadow, City Clerk

Date

Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY)

Personally came before me this ____ day of March, 2021, the above named Thomas Kocourek and Lyn Brouchoud, to me known who executed the foregoing instrument and to me known to be such officers of Woodland Dunes Nature Center & Preserve, Inc. and acknowledged that they executed the foregoing instrument as such Officers of said corporation, by its authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires)(is): _____

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY)

Personally came before me this ____ day of March, 2021, the above named Justin M. Nickels and Mackenzie Reed-Kadow, to me known who executed the foregoing instrument and to me known to be such Mayor and City Clerk of the City of Manitowoc, Wisconsin, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires)(is): _____

This instrument was drafted by Kathleen M. McDaniel, City Attorney

EXHIBIT "A" MAP OF TRAIL LOCATION



