

COOPERATIVE TRAIL  
EASEMENT AGREEMENT

Document Number

Document Title

**BY THIS AGREEMENT**, the City of Milwaukee, hereinafter referred to as CITY, in consideration of One (\$1.00) Dollar and the mutual covenants hereinafter set forth, does hereby convey to the State of Wisconsin, Department of Natural Resources, hereinafter referred to as the DNR, a nonexclusive easement for the purpose of developing, operating, repairing and maintaining a recreational trail on the following described property in the City of Milwaukee:

Recording Area

Name and Return Address

Mr. Harry A. Stein  
Assistant City Attorney  
City Attorney's Office  
200 East Wells Street, Room 800  
Milwaukee, WI 53202

The land subject to this conveyance is identified in the legal description, Exhibit(s) A and the maps attached as Exhibit(s) B hereinafter referred to as the "Property".

Parcel Identification Number (PIN)

1. The DNR shall develop, maintain, operate and repair, a public recreational and commuting trail on the above-described Property for the purpose of bicycling, rollerblading, walking or other mutually agreed upon compatible uses, as determined through the master planning process.
2. A Memorandum of Agreement has been reached between the CITY and DNR to set forth agreements and understandings regarding the acquisition, development, repair, replacement and operation of the Hank Aaron State Trail ("Trail") located in the City of Milwaukee. The Memorandum of Understanding, signed \_\_\_\_\_, 2004, is attached hereto as Exhibit C.
3. All fencing, surveying, signing, and similar activities, which are related to the development, maintenance, repair and operation of the Trail shall be the responsibility of the DNR or as designated in the Memorandum of Understanding.

4. The CITY reserves the right to convey other easements on the Property including utility easements in and to the Property. The CITY must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the Trail corridor within CITY land. Guidelines relating to easements for the driveways and road crossings will be provided to the CITY by DNR. If requests for crossings do not conform to DNR guidelines, the CITY will make a good faith effort to provide alternatives or deny the request. All proceeds from these transactions shall be payable to the CITY. If the CITY conveys any additional easements within the Property, the CITY will require the respective grantees to restore the recreational Trail to the satisfaction of the DNR.
5. The DNR will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the recreational trail or any portion of the Property.
6. The DNR shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement agreement.
7. The CITY is a independent party and has no control over the employment, discharge, compensation of or services rendered by the DNR employees or contractors..
8. In the exercise of its rights herein, including but not limited to the operation of the Property as a public recreational and commuting trail, the DNR shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.

9. In connection with the performance of any work under the easement, the DNR agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  
10. The DNR and the CITY agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, are applicable to the Property. Pursuant to s. NR 45.01(1), Wisconsin Administrative Code, the DNR maintains management, supervision, and control over the property for the purpose of enforcing Chapter NR 45, Wisconsin Administrative Code, when needed to protect the Property. The CITY will provide customary patrolling, law enforcement, and fire services.
  
11. Boundary disputes, trespass and other claims shall be the responsibility of the CITY. Should any of the adjacent landowners challenge the City and/or the State of Wisconsin's right to develop this trail by way of court action in either State or Federal court, or by other judicial or administrative challenge, the State will fully defend its rights to develop, in conjunction with the CITY, the trail which is the subject of this easement agreement.
  
12. The title to the Property shall automatically revert to and revest in the CITY without reentry upon the abandonment of the use of the same for recreational trail purposes or upon non-use of the same for a period of two years.
  
13. This easement agreement shall be deemed in effect as of the date first written below and for a period of ninety nine (99) years.

IN WITNESS WHEREOF, the \_\_\_\_\_ executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
TOM BARRETT, Mayor

By: \_\_\_\_\_  
RONALD D. LEONHARDT, City Clerk

**COUNTERSIGNED:**

By: \_\_\_\_\_  
W. MARTIN MORICS, City Comptroller

The terms of this easement agreement accepted this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

**STATE OF WISCONSIN,  
DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_  
SCOTT HASSETT, Secretary

This document was drafted by the  
Department of Natural Resources

STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, Tom Barrett, Mayor of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )ss.  
MILWAUKEE COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, Ronald D. Leonhardt, City Clerk of the above-named municipal corporation, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

STATE OF WISCONSIN    )  
  )ss.  
DANE COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, Scott Hassett, secretary of the above-named State agency, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

HAS/kg  
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