

Document Number

Document Title

Recording Area

Return: County of Dane  
5201 Fen Oak Drive, Ste. 208  
Madison, WI 53718  
Attn: Closing Officer

Parcel Identification Number (PIN):  
n/a (right of way)

**COOPERATIVE TRAIL  
EASEMENT**

**THIS EASEMENT** made by and between the County of Dane (hereinafter referred to as the “County”) and the Town of Westport (hereinafter referred to as the “Town”).

**RECITALS**

**WHEREAS**, the County owns the CTH M right-of-way which is located within the proposed North Mendota Trail corridor;

**WHEREAS**, the Town desires an easement from the County in order to develop, construct, operate, maintain, repair and replace a public pedestrian and bicycle trail on a portion of southern right-of-way of CTH M (hereinafter referred to as the “trail”);

**WHEREAS**, the trail shall be located in the southern right-of-way of CTH M beginning just west of Mansfield Road to Mansfield Road more particularly described as:

A 40 foot wide strip of land located in the southern right-of-way of CTH M, located in the N1/2 of the NE1/4 of the NW1/4 of Section 28, Township 8 North, Range 9 East, Town of Westport, Dane County, Wisconsin as shown on Exhibit A and depicted as beginning at approximately 109+60 and ending near 111+60 on Exhibit B both of which Exhibits are attached hereto and made a part hereof;

**NOW, THEREFORE**, the County, for mutual benefits and consideration, the sufficiency of which are hereby acknowledged, does hereby convey to the Town, a thirty (30) year nonexclusive easement for the purpose of developing, constructing, operating, maintaining, repairing and replacing a public pedestrian and bicycle trail.

It is understood by the County and the Town that this grant of non-exclusive easement is subject to the following conditions:

1. The Town, its partners, contractors and assigns, shall have the right to develop, construct, maintain, operate, repair and replace a recreational trail on the above-described lands also known as the North Menota Trail corridor for pedestrian and bicycle use or other mutually agreed upon compatible uses, as determined through the master planning process. All costs related with the development, construction, maintenance, operation, repair and replacement of the trail shall be the sole responsibility of the Town.
2. Trail development shall conform to County's recreational trail standards. The Town shall submit plans and specifications to the County for approval. The County shall have thirty (30) days to review said plans and specifications and deliver written notice to the Town of its approval or objection of said plans, with such approval not to be unreasonably withheld.
3. Upon completion, the trail shall be open for public use. If the trail ever ceases to be used for recreational trail purposes for a period of 2 years, then all easement rights, title and interest to the eased premises shall automatically revert to and revest in the County without necessity of reentry.
4. All fencing, surveying, signing, and similar activities, which are related to the development, maintenance and operation of the trail, shall be the responsibility of the Town.
5. This easement shall be nonexclusive, and the County retains the right to sell, lease or convey other easements, including utility easements in and to the eased property, to one or more person(s), company(s) or entity(s), provided that any such subsequent use, lease or conveyance does not interfere with the rights granted hereunder. The County must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the trail corridor, but the Town will be the first point of contact for inquiries from the public and/or private entities on these matters. All proceeds from these transactions shall be payable to the County. If the County conveys any additional easements within the above-described property, the County will require the respective grantees to restore the recreational trail to the satisfaction of the Town.
6. The County, at its sole discretion and expense, may relocate the trail or any part of it to accommodate future highway expansion projects. The parties agree to amend this Permanent Limited Easement to modify the location of the Path corridor.
7. The Town shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance and repair of the trail including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the County against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. The County agrees to cooperate with the Town in securing any such permits or licenses by providing information and data upon request.
8. The Town 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 trail or any portion of the eased premises.
9. This Easement shall be recorded at the office of the Dane County Register of Deeds.
10. In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational trail, the Town 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.

11. In connection with the performance of any work under the easement, the Town 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.
12. The Town and County shall each be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of each party under this paragraph shall survive the expiration or termination of this Easement.
13. If the County or Town determines that a violation of the terms of this Easement has occurred or is threatened by the other party, the non-violating party shall give written notice to the violating party of such violation and demand corrective action sufficient to cure the violation; and where the violation involves injury to the Premises resulting from any use or activity inconsistent with the purpose of the Easement, to restore, at the violating party's sole expense, the area so injured to its prior condition in accordance with a plan approved by the non-violating party.  
  
If the violating party fails to cure the violation within thirty (30) days after receipt of notice thereof from non-violating party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within such period, or fail to continue diligently to cure such violation until finally cured, the non-violating party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Premises to the condition that existed prior to any such injury. No delay or omission in the exercise of any right or remedy upon any breach by the violating party shall impair such right or remedy or be construed as a waiver.
14. This Easement shall be deemed in effect as of the date signed by the Town and accepted by the County and shall terminate thirty (30) years from said date.
15. This Easement shall be construed in accordance with the laws of the State of Wisconsin.
16. If any term or provision of the Easement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of the Easement and the same shall continue to be effective to the fullest extent permitted by law.
17. This Easement may not be amended, modified, terminated, or released without the written consent of the Town and the County.

END OF CONDITIONS

**IN WITNESS WHEREOF**, the Town has caused this easement to be executed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Town of Westport

By \_\_\_\_\_ (SEAL)

State of Wisconsin    )  
                              ) ss.  
County of Dane         )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Town of Westport.

\_\_\_\_\_

\*

Notary Public, State of Wisconsin

My Commission (expires)(is) \_\_\_\_\_

**IN WITNESS WHEREOF**, the County has agreed to and caused this easement to be executed on its behalf this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

County of Dane

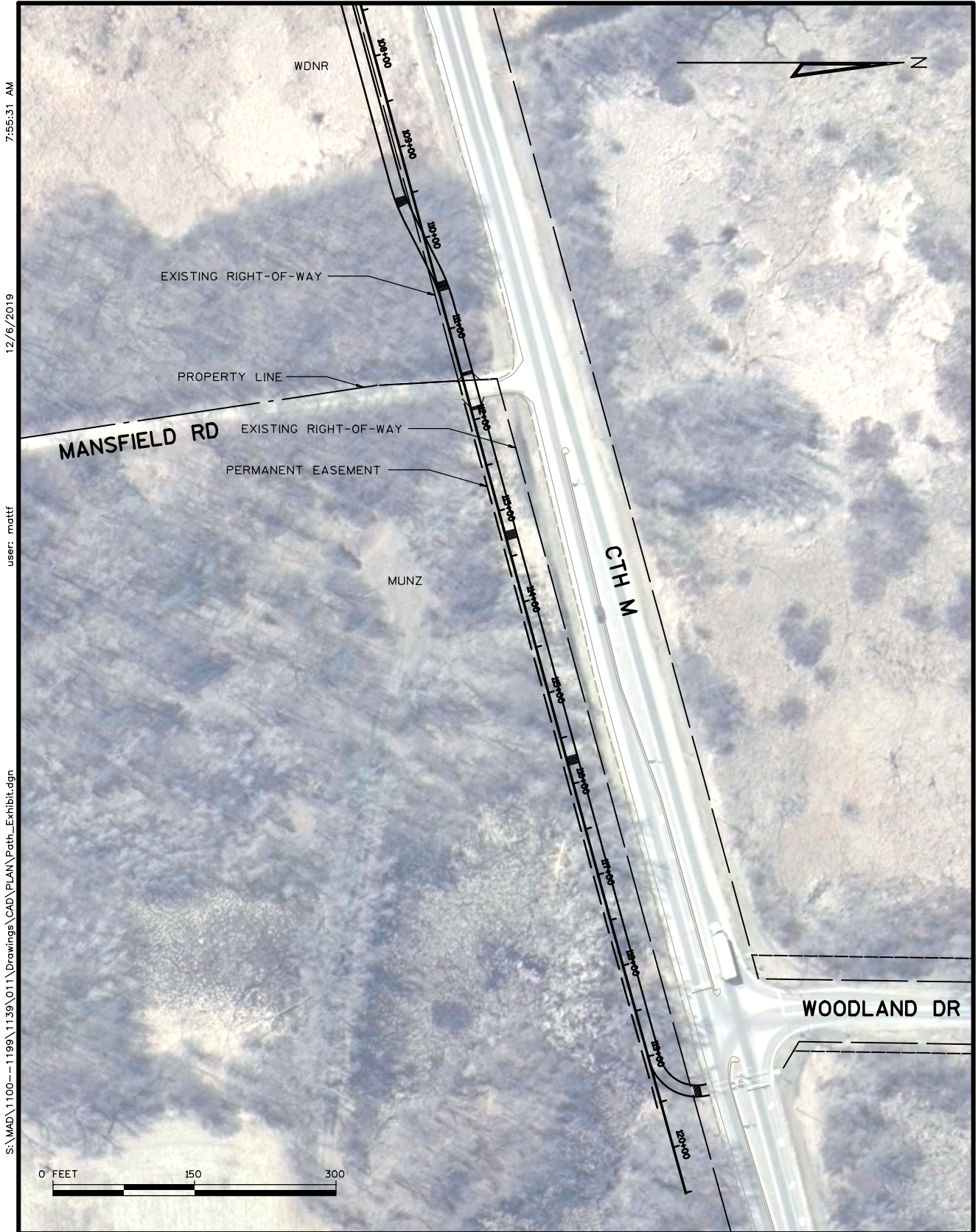
By \_\_\_\_\_ (SEAL)  
Scott McDonell, County Clerk

State of Wisconsin )  
 ) ss.  
County of \_\_\_\_\_)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named Scott McDonell, County Clerk, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said County of Dane.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission (expires)(is) \_\_\_\_\_

This instrument drafted by:  
Dane County Land & Water Resources / SJ Smith



**PATH OVERVIEW**

**CTH M PATH**

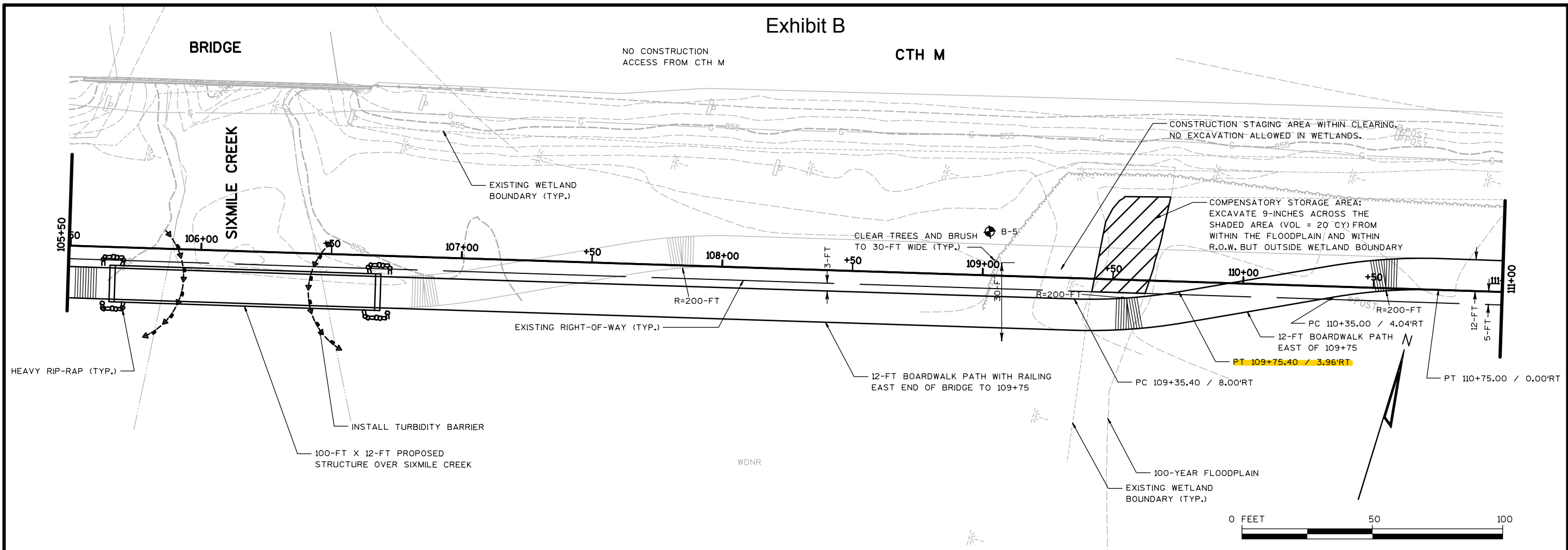
**TOWN OF WESTPORT  
DANE COUNTY, WISCONSIN**



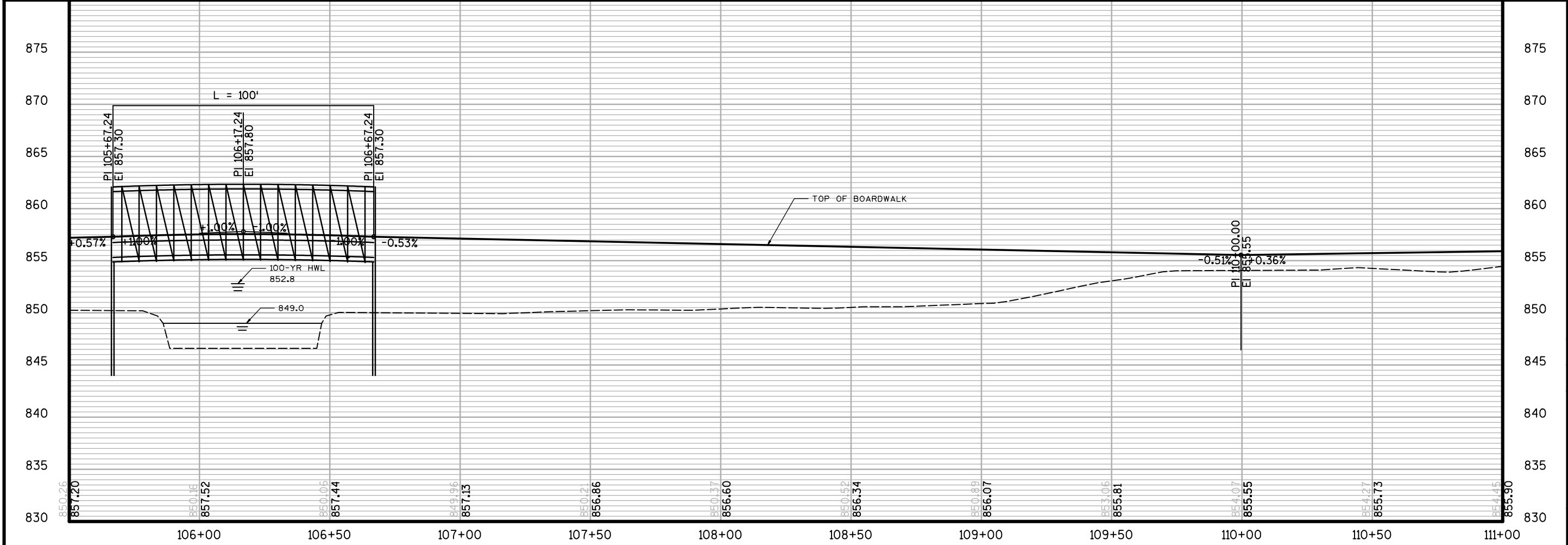
**FIGURE NO.**  
1139.011

Exhibit B

DRAFT



NO.	REVISIONS	DATE:

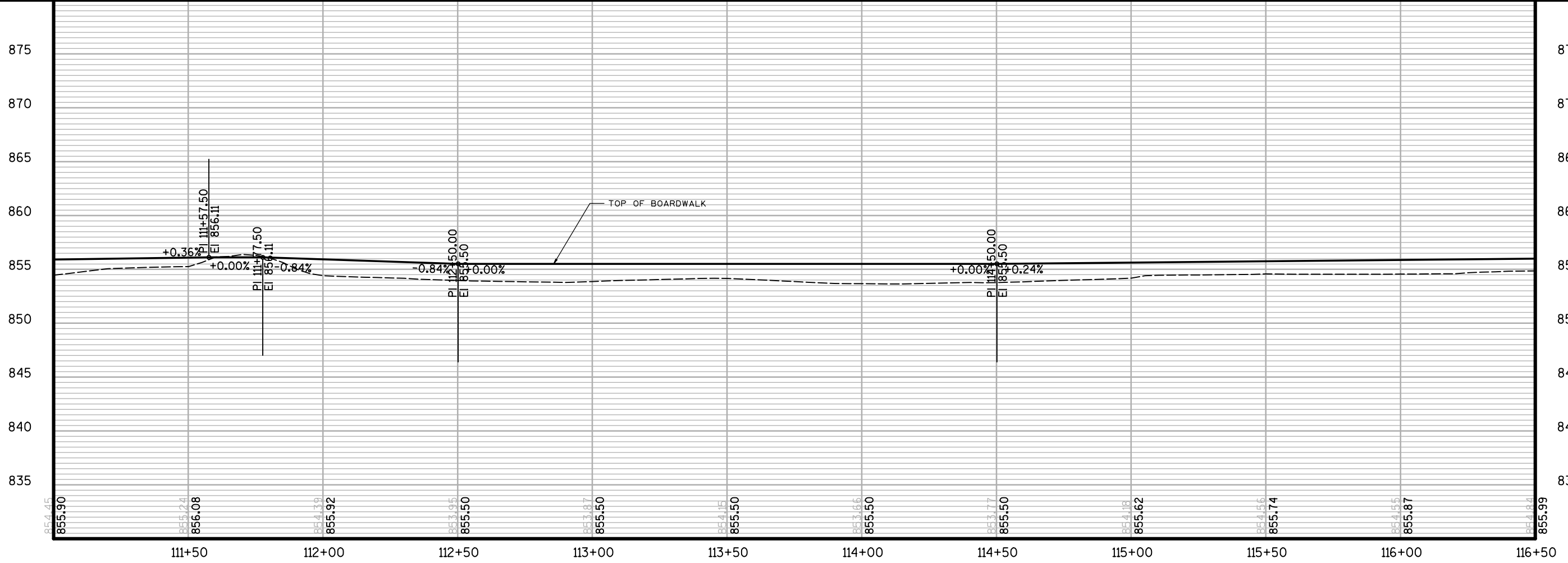
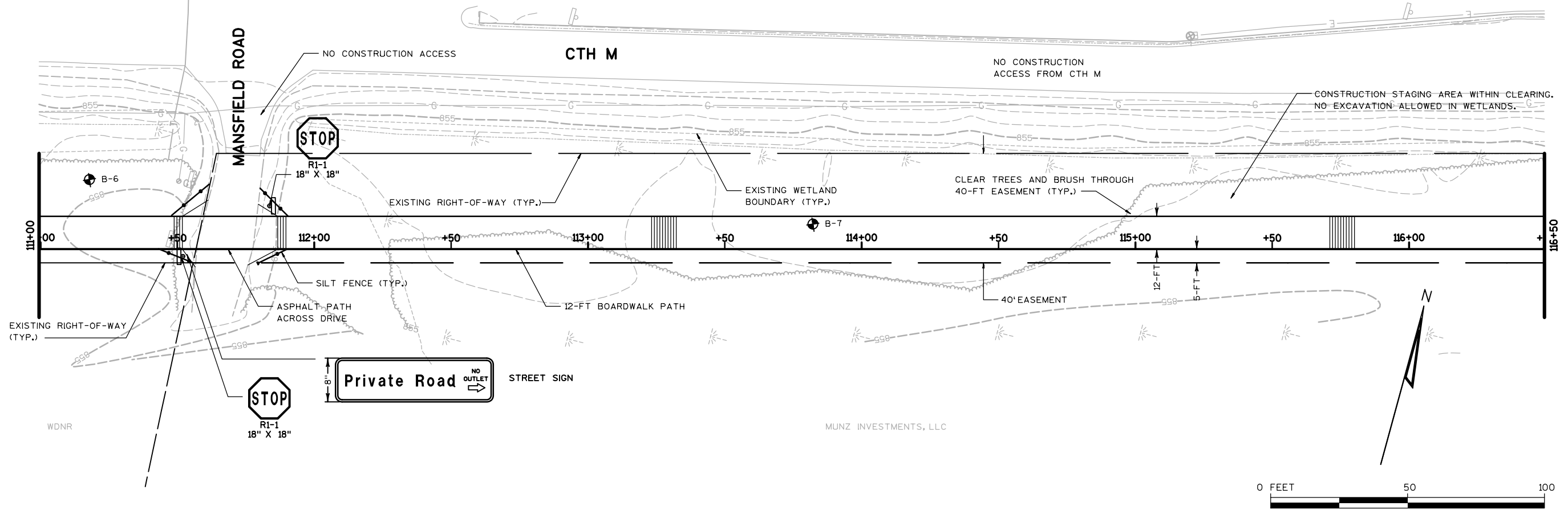


JOB NO. 1139.011

PROJECT MGR. RKS

STRAND ASSOCIATES

SHEET 5



NO.	REVISIONS	DATE:

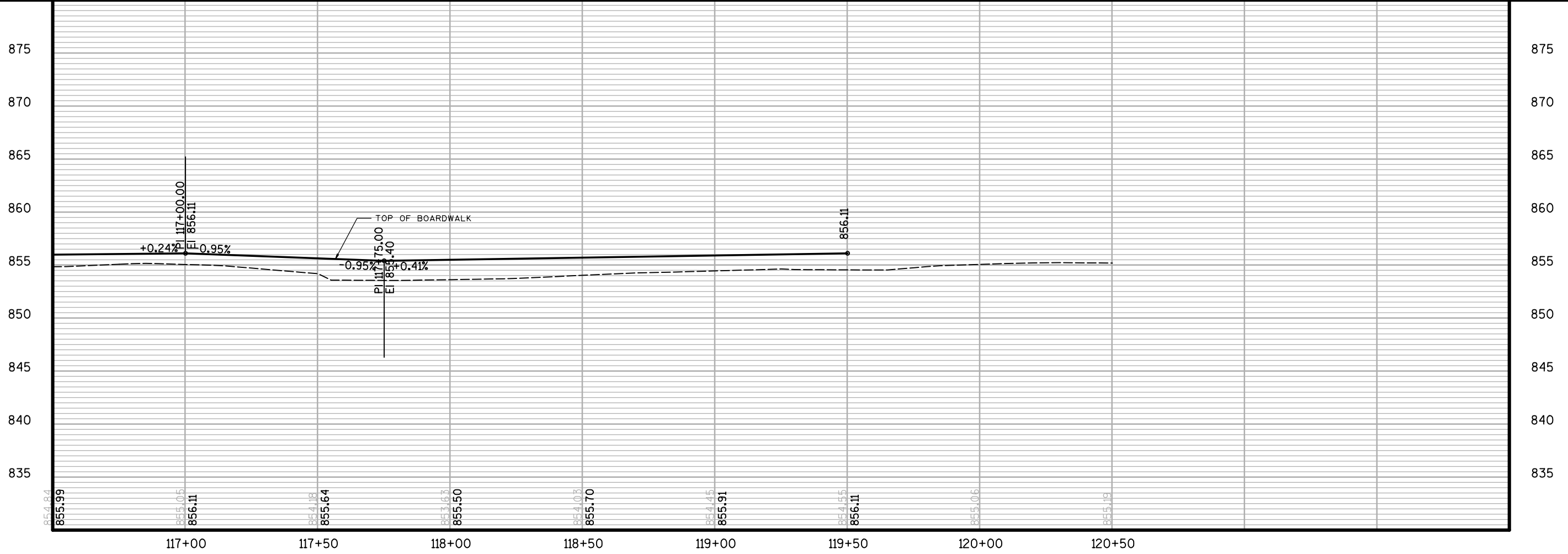
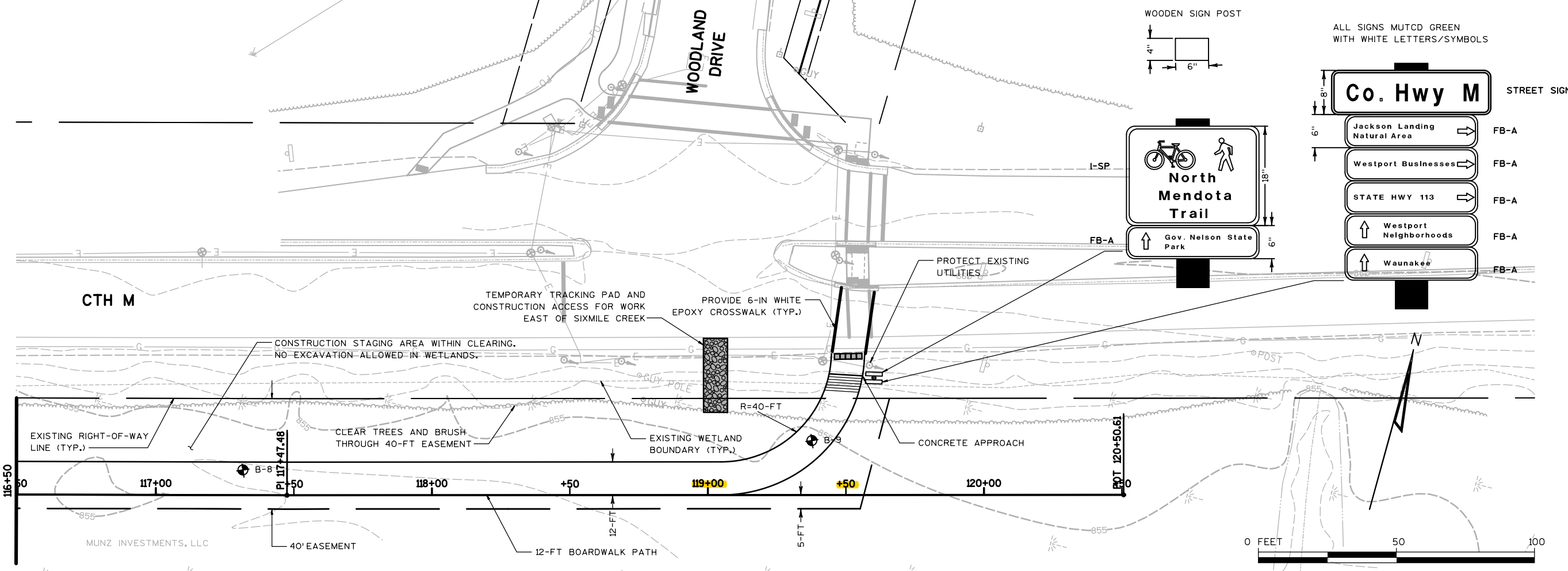
**PLAN AND PROFILE**  
 CTH M PATH  
 TOWN OF WESTPORT  
 DANE COUNTY, WISCONSIN

JOB NO.  
1139.011  
 PROJECT MGR.  
RKS



SHEET  
6





DATE:	NO.	REVISIONS

**PLAN AND PROFILE**  
 CTH M PATH  
 TOWN OF WESTPORT  
 DANE COUNTY, WISCONSIN

JOB NO.  
1139.011  
 PROJECT MGR.  
RKS

