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| Document Number | Document Title |  |

Recording Area

Return: Department of Natural Resources

Bureau of Facilities & Lands – LF/6

P.O. Box 7921

Madison, WI 53707-7921

Attn:

Parcel Identification Number (PIN):

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| State of Wisconsin  Department of Natural Resources  Box 7921  Madison, WI 53707 | **PUBLIC ACCESS EASEMENT**  Wis. Stat. s. 23.09(10)  Form 2200-22 |

**THIS PUBLIC ACCESS EASEMENT (hereinafter referred to as “Easement”)** made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Grantor”) and the State of Wisconsin Department of Natural Resources (hereinafter referred to as the “Grantee”).

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real property located in \_\_\_\_\_\_\_ County, Wisconsin more particularly described as (hereinafter referred to as the “Premises”):

**Township North, Range West, Township**

**Section** : Legal Description – Best Copied off Deed

**WHEREAS**,Grantor is the recipient of a grant funds for habitat management from Pittman-Robertson funding pursuant to an Agreement between the U.S. Fish and Wildlife Service and the State of Wisconsin Department of Natural Resources dated [ENTER DATE], Agreement Number: [AGREEMENT NUMBER] which is marked as Exhibit 1, attached hereto and made a part hereof;

**WHEREAS**, upon acceptance of said grant funds, Grantor has agreed to convey a public access easement in perpetuity to Grantee on the Premises;

**NOW THEREFORE**, the Grantor hereby grants to Grantee, its employees, agents, representatives, successors and assigns, a non-exclusive Easement over the Premises under the terms and conditions contained herein.

1. The Grantor and the Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. Grantor grants to Grantee, its licensees, successors and assigns, and Grantee’s invitees including the general public (hereinafter collectively referred to as the “Users”), a perpetual easement to use the Premises for hunting, trapping, and wildlife viewing.
3. Public access on, over and across the Premises shall be limited to foot travel only. This Easement does not grant the Users the right to operate motorized vehicles on the Premises in any manner or method.
4. The Grantor shall not obstruct the free and uninhibited use of the Premises by the Grantee and the public. The Grantee shall not obstruct the free and uninhibited use and access of the Grantor.
5. The Grantor may use the Premises for purposes that will not interfere with Grantee’s full enjoyment of the rights granted in this Easement.
6. The Grantee may post signs and posters on the Premises, in compliance with law, in order to delineate and locate the Premises for public use, and shall control said use to minimize interference with the Grantor’s Property, and any adjacent lands owned by Grantor.
7. The Grantee may publish the location of the Premises electronically or by depicting the location of the Premises on a map for the purpose of directing Users to the location of the Easement.
8. The Grantor may convey further easements or permit other access on the Premises, including utility easements, consistent with the rights granted herein.
9. Under the terms and conditions of this Easement, the Grantor is recognized as meeting the definition of an owner providing recreational opportunities in sec. 895.52, Wis. Stats., which limits the Grantor’s liability to members of the recreating public.
10. This Easement sets forth the entire understanding of the Grantor and Grantee and may not be modified or amended except by a written document executed and acknowledged by Grantor and Grantee, and the successors and assigns in ownership to the Premises, respectively and duly recorded in the office of the Register of Deeds of \_\_\_\_\_\_\_\_ County, Wisconsin.
11. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
12. It is intended that this Easement shall be construed as being an adequate and legally enforceable agreement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
13. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

14. All of the terms and conditions in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the owner of the Premises and their respective successors and assigns. The Easement is an Easement appurtenant to the Premises and may not be transferred separately from, or severed from, title to the Premises. This grant of Easement is subject to all legal encumbrances, including the terms and conditions of any documents creating easements in favor of Grantor over parts of the Premises.

16. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the Grantee at the address stated at the top of this agreement, and to the Grantor or Grantor’s Designee, to the address to which the property tax bill for the Premises is sent.

17. The terms Grantor and Grantee may be singular or plural and shall include all include all successors and assigns.

18. Additional Conditions

A. INSERT SPECIFIC ACCESS ACTIVITIES AND PROVISIONS ON THE PROPERTY, INCLUDING ANY EXCLUDED ACCESS AREAS, LIMITED TIMES OF ACCESS OR TYPES OF ACTIVITIES,

END OF CONDITIONS

**IN WITNESS WHEREOF**, the Grantor grants this easement and has caused this instrument to be executed on its behalf this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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

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

State of Wisconsin )

) ss.

County )

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 the same.

\*

Notary Public, State of Wisconsin

My commission (expires)(is)

**IN WITNESS WHEREOF**, the Grantee has caused this instrument to be executed on its behalf this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

State of Wisconsin

Department of Natural Resources

For the Secretary

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

State of Wisconsin )

) ss.

Dane County )

Personally came before me this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_, the above named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State of Wisconsin Department of Natural Resources, 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 Department of Natural Resources.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of Wisconsin

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

This instrument drafted by:

SJ Smith / State of Wisconsin Department of Natural Resources