

EASEMENT

THIS EASEMENT made this ___ day of _____, 20___, by and between _____ (“Grantor,” whether one or more), and WISCONSIN TROUT UNLIMITED, INC., a Wisconsin non-stock corporation (“Grantee”).

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in _____ County, Wisconsin, upon and through which flows the stream known as _____ (the “Stream”), which real estate is more specifically described as:

(the “Property”)

WHEREAS, the Grantee desires to develop, operate, and maintain an easement along the Stream through the Property as a public fishing area for use and benefit of the general public.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), receipt whereof which is hereby acknowledged, and the mutual terms and conditions hereinafter contained, conveys to the Grantee, upon acceptance by the Grantee within two (2) months of the date hereof, an easement and right, in perpetuity, to develop and maintain such easement for the use and benefit of the general fishing public. Said easement (hereinafter the “Premises”) shall extend for a width of two rods (33 feet) adjacent to the high water mark of

each shore of the Stream as it travels across and through the Property, and shall move consistent with any movement of the stream within the limits of the legal description above.

1. The use of the Premises as a public fishing area for the use and benefit of the public shall include the following rights:

(a) To enter upon, utilize and cross the Property to the extent necessary for the full enjoyment and use of the rights and privileges granted by this easement, including but not limited to, access to the Stream through an anglers path along the Premises;

(b) To post such signs and posters along the Property, as are necessary, to delineate them for public use;

(c) To catch and take fish from the Stream by legal means as permitted by the Wisconsin Department of Natural Resources, or its successor; and,

(d) To observe wildlife and enjoy scenic beauty.

2. Grantor consents to the following activities by Grantee as permitted by the Wisconsin Department of Natural Resources, or its successor, and the laws of the State of Wisconsin, and as deemed necessary by Grantee to accomplish the purposes of this Easement:

(a) To protect and develop the waters of the Stream within the Premises by installation and maintenance of current deflectors, covers, retarders and any other means deemed necessary by the Grantee for the purpose of

fostering, improving, and enhancing fishing and fish habitat therein without interference with the Grantor's use of the land;

(b) To protect from erosion the Premises by mechanical means such as fencing, machinery, machinery crossings or stock watering sites, riprap, bank grading, building erosion control works and structures and any other means deemed necessary by the Grantee;

(c) To cut, maintain or plant trees, shrubs or plants where and to the extent deemed necessary for the protection of the Stream; and

(d) Where necessary, to remove or destroy beaver dams and control beaver population in the Stream for fish management purposes.

3. If required by law, Grantor shall co-apply with the Grantee for any and all state, federal, and local licenses, permits and approvals as necessary for exercising the rights granted to the Grantee pursuant to this easement, including the activities consented to by Grantor in Paragraph 2, above. Grantee shall pay all fees and incidental expenses for licenses, permits, and approvals applied for pursuant to this easement.

4. The Grantee, its officers, contractors and, agents and representatives of the Wisconsin Department of Natural Resources shall have the right of ingress and egress through the Property to and from the Premises for the purpose of carrying out the rights which are provided for in this easement, including the activities consented to by Grantor in Paragraph 2, above, and for the purposes of assessing and maintaining the aquatic community. Field roads, roadways, passage ways, lanes or other normally traveled routes will be utilized for such ingress

and egress whenever possible and where such travel ways exist. The Grantor may provide a designated route across the Property to and from the Premises which the Grantee shall use, if said route is reasonably convenient.

5. The Grantee assumes the responsibility for damages to the Property resulting from the negligence of the Grantee in conducting the activities described in paragraph 2 above, as limited by the laws of the State of Wisconsin. Construction of the improvements to the Premises and Stream according to plans submitted by Grantee and approved by Grantor is expressly permitted and shall not be considered damages for the purposes of this Agreement. The Grantor shall submit a verified statement of any damage resulting to the Property from the negligence of the Grantee in conducting the activities described in paragraph 2 above within ten (10) days of the date such damage was first known to the Grantor and shall permit the Grantee the reasonable opportunity to rectify any such damage. The Grantor's failure to report this damage within the prescribed time period shall release the Grantee from any responsibility for the damages to the Property.

6. The Grantor reserves the right to use the Property for agricultural purposes and other uses, including the right of fishing in the Stream, insofar as such right is not inconsistent with the use of the same as a public fishing area with rights, privileges, and easements hereby granted. The Grantor may use the water in the Stream for domestic purposes, including watering cattle and other stock, at locations approved in writing by the Grantee. The Grantor controls the Premises for hunting and trapping in accordance with applicable regulations, except as provided in Paragraph 2(e), above. Other than the assumption of liability by Grantee set forth in paragraph 5 above, the Grantor shall continue to have sole responsibility for compliance with all

state and federal laws and regulations relating to the conduct of agricultural operations or other use of the property.

7. Any ambiguity in this easement shall be construed in a manner which best effectuates conservation and protects or enhances fishing, the fish population, the aquatic habitat, and the quality of access to the Stream.

8. This easement shall bind and benefit the parties together with their heirs, administrators, personal representatives, successors and assigns, and shall run with the land.

9. This easement shall become effective when signed by both parties and recorded.

WITNESS the hands and seals of the Grantor and any person joining in and consenting to his conveyance on the day hereinbefore stated.

GRANTOR:

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally appeared before me this ___ day of _____, 20___, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public – State of Wisconsin
My Commission is/expires: _____

Accepted by

WISCONSIN TROUT UNLIMITED, INC.

By: _____

Its State Council Chair

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally appeared before me this ___ day of _____, 20___, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public – State of Wisconsin
My Commission is/expires: _____

This instrument was drafted by:
