

EASEMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, 2026, by and between D & D KOZ, LLC (“**D&D Koz**”), CORY KOZ REAL ESTATE, LLC (“**Cory Koz**”) (collectively “**Grantors**”) and the CITY OF TWO RIVERS (“**Grantee**”).

Recitals:

Grantors are the owner of certain real property located in the City of Two Rivers, Manitowoc County, Wisconsin, known as Lots 6, 7 and 8 of Block 78 of the Original Plat of the City of Two Rivers, Manitowoc County, Wisconsin, according to the Recorded Plat thereof (“the **Property**”).

D&D Koz entered into a Land Contract with Cory Koz dated January 4, 2019, and recorded in the Manitowoc County Register of Deeds office on January 8, 2019 in Volume 3194, Page 542 as Document No. 1201895, whereas D&D Koz holds legal title to the Property until final payment is made by Cory Koz (“Land Contract”).

The Property is used by Kozlowski Tire and Auto, LLC for parking of vehicles owned by that entity, for parking of customers’ vehicles, and for placement of a commercial dumpster used by that business.

Grantors have agreed to grant Grantee an easement to construct, maintain and repair a bicycle and pedestrian trail and adjacent buffer areas on the Property within a 19-foot-wide area located immediately adjacent to and running parallel with the riverward edge of an improved parking area on the south east side of the Property, as shown on the map attached hereto as Exhibit A (the “Easement Area”) pursuant to the terms and conditions hereinafter set forth.

THIS SPACE RESERVED FOR RECORDING DATA

Return to: City of Two Rivers
City Manager’s Office
1717 E. Park Street, P.O. Box 87
Two Rivers, WI 54241

Parcel Identification Number:
053-000-078-067.08
Non-homestead property

In consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Public Trail Easement. Grantors hereby grant to Grantee an exclusive easement for the purpose of constructing, installing, maintaining, repairing, and replacing a public bicycle and pedestrian trail (the "Trail") and buffer areas as described herein in, within the Easement Area together with the right to enter the Easement Area and the Property whenever necessary for the purpose of constructing, installing, maintaining, repairing, and replacing the Trail.

2. Improvements. The Grantee may construct, maintain and repair improvements in the Easement Area. Such improvements may include, but not necessarily be limited to: (a) A ten (10)-foot-wide bicycle and pedestrian trail paved in concrete; (b) A six (6)-foot-wide buffer area between said trail and Grantors' parking area, said buffer area to be topsoiled and planted with turf grass; and (c) a three (3)-foot wide-buffer zone on the riverward side of the trail, said buffer area to be topsoiled and planted with turf grass. The intent of said buffer zones is to keep bicycle and pedestrian traffic separated from vehicles in Grantors' parking area, to provide areas immediately adjacent to the trail that are free of vision obstructions and structures that might present hazards to trail users.

3. Consideration. In return for the granting of this Easement, the Grantee agrees, at its expense, to install concrete pavement on that portion of the Property used for private parking by the Grantors, along with three (3)-foot-wide concrete paved approach/buffer along the East River Street frontage of said parking area, as indicated on the attached Exhibit A and to perform other maintenance work within the Easement Area as stated herein.

This parking area will be paved to provide nineteen (19) parking spaces, each nine (9)-feet-wide by twenty-one (21)-feet-deep, with the exception of the two (2) easternmost parking spaces, which shall be of a lesser depth due to spatial constraints. Grantee shall install painted pavement markings as depicted on Exhibit A, consisting of markings to identify each parking space and painted cross-hatching of the paved buffer/approach along the East River Street frontage. In addition, Grantee shall repaint those pavement markings on an as needed basis, throughout the term of this Easement. The Grantee shall also install and maintain up to four (4) signs to be placed at locations on the Property as directed by Grantors, indicating that Grantors' parking lot is "Private Parking Only."

Grantee shall be responsible for mowing the turf grass and picking up litter in the buffer areas located on both sides of the trail and in the five (5)-foot-wide vegetated buffer areas at each end of Grantors' parking area. Grantee shall be responsible for keeping the paved trail cleared of snow and ice.

Grantors and its contractors or agents shall pile snow within the Grantors' parking area and Grantee will remove snow piles on a periodic basis that coincides with Grantee's snow collection and removal schedule, usually within five (5) days of significant snow events in excess of four (4) inches of accumulation.

Grantee shall, throughout the term of this Agreement, have Grantors and Kozlowski Tire and Auto, LLC each named as an additional insured on Grantee's general liability insurance coverage, as it relates to Grantee's use of the Easement Area as a public bicycle and pedestrian trail. Following the final payment and transfer of title of the Property to Cory Koz, Grantee is no longer required to have D&D Koz named as an additional insured on Grantee's insurance coverage.

4. Term of Easement. The Easement granted by this Agreement shall be perpetual and effective as of the date set forth above. However, the Grantors, their successors or assigns, may terminate this Easement by providing written notice to the Grantee signed by both Grantors and the termination shall be effective six (6) months following delivery of said written notice. In the event D&D Koz does not have any interest in said real estate, Cory Koz may terminate this Easement by providing written notice described above. The Grantors' right to terminate shall continue for a period of ten (10) years from the date of this Agreement and upon the expiration of ten (10) years the right to terminate shall end and be null and void.

If the notice to terminate is exercised as described above, then included with such written notice shall be a check made payable to the Grantee in an amount representing the percentage of the first ten (10) years of this Agreement remaining as of the termination date, multiplied by \$24,000, representing the Grantee's estimated cost for the paving and initial pavement marking to be done on the Property. For example, termination of the easement on a date six (6) years after its effective date would require payment to the Grantee in the amount of \$9,600.00, calculated as follows: $.40 \times \$24,000 = \$9,600$.

5. Indemnification and Allocation of Liability. The Grantors shall bear no liability for any injuries, damages, or claims arising from or related to the improvements constructed, maintained, or used by the Grantee within the Easement Area, including the public bicycle and pedestrian trail. The Grantee assumes liability for, and shall indemnify, defend, and hold harmless the Grantors, its officers, members, agents, employees, and representatives from and against, any claims, demands, causes of action, suits, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) for injuries or damages occurring on the trail constructed by the Grantee.

Notwithstanding the foregoing, the Grantee's liability and indemnification obligations under this Agreement are strictly limited to the extent that such claims are not barred by applicable statutory protections, explicitly including Wisconsin's governmental immunity (Wis. Stat. § 893.80) and recreational immunity (Wis. Stat. § 895.52). Furthermore, this indemnification shall not extend to any claim or liability caused by the negligence, gross negligence, or willful misconduct of the Grantors, its officers, agents, or employees.

6. Notices. All notices to any party to this Agreement shall be in writing and sent by nationally recognized overnight courier or by certified mail, postage prepaid, return receipt requested, addressed as follows:

Grantors D & D Koz, LLC
Don Kozlowski
2532 41st Street
Two Rivers, WI 54241

Cory Koz Real Estate, LLC

c/o Kozlowski Tire and Auto, LLC
1413 Washington Street
Two Rivers, WI 54241

Grantee City of Two Rivers
City Manager's Office
1717 E. Park Street
Two Rivers, WI 54241

Either party may change its address for notice by written notice to the other party.

7. Covenants Running with the Land. All the terms of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Grantors and Grantee and their respective successors and assigns.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the Office of the Recorder of Deeds for Manitowoc County, Wisconsin.

10. Partial Invalidity. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant 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, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waivers. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of any other party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. A facsimile or electronic signature of a party may bind a party.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

GRANTOR:
CORY KOZ REAL ESTATE, LLC

GRANTEE:
CITY OF TWO RIVERS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GRANTOR:
D & D KOZ, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF WISCONSIN)

