



HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

**HO-CHUNK NATION LEGISLATURE
EASEMENT FOR DRIVEWAY IN WITTENBERG
SHAWANO COUNTY, WISCONSIN
RESOLUTION 6-17-08 J**

- WHEREAS,** on November 1, 1994, the Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and
- WHEREAS,** the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, pursuant to the Indian Reorganization Act of 1934; and
- WHEREAS,** Article V, Section 2 (a) of the Ho-Chunk Nation Constitution ("Constitution") grants the Ho-Chunk Nation Legislature ("Legislature") the power to make laws, including codes, ordinances, resolutions, and statutes; and
- WHEREAS,** Article V, Section 2 (i) of the Constitution grants the Legislature the power to negotiate agreements with other governments, organizations, or individuals; and
- WHEREAS,** Article V, Section (l) of the Constitution grants the Legislature the power to enact laws to manage, lease, permit, or otherwise deal with the Nation's lands, interest is in lands or other assets; and
- WHEREAS,** the Native American Church, Half Moon Fire Place of Wisconsin, Inc. (the "Grantor") is the fee owner of certain land located in Town of Wittenberg, Shawano County, Wisconsin, and more particularly described by attached Exhibit A.1 ("Parcel A.1"); and
- WHEREAS,** the Ho-Chunk Nation (the "Grantee") is the beneficial owner of certain land adjoining the Grantor's land, also located in Town of Wittenberg, Shawano County, Wisconsin, and more particularly described by attached Exhibit A.2 ("Parcel A.2"); and
- WHEREAS,** the above parties are desirous of creating a permanent driveway easement for the purpose of permitting and enabling pedestrian and vehicular ingress and egress over Parcel A.1, for the benefit of Parcel A.2 (the "primary driveway"); and
- WHEREAS,** the above parties agree to the provisions set forth in the attached "Driveway Easement and Maintenance Agreement" for the purpose of providing mutually good and valuable considerations; and
- WHEREAS,** the aforementioned "Agreement" may not be modified or amended without the written consent of both parties hereto;

NOW THEREFORE BE IT RESOLVED, that the Ho-Chunk Nation Legislature, pursuant to its constitutional authority, hereby approves the creation of a driveway easement as set forth in the "Driveway Easement and Maintenance Agreement" located in the town of Wittenberg, Shawano County, Wisconsin.

CERTIFICATION

I, the undersigned as Tribal Secretary of the Ho-Chunk Nation, hereby certify that the Legislature of the Ho-Chunk Nation, composed of **10 members** of whom **7** constituting a quorum were present at a meeting dully called and convened and held on the 17th day of June, 2008, that the foregoing resolution was adopted at said meeting by an affirmative vote of **7 members, 0 opposed and 0 abstaining**, pursuant to the authority of Article V, Section 2 (a) and (x) of the Constitution of the Ho-Chunk Nation, approved by the Secretary of the Interior on November 1, 1994, and that said resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.



Elliott Garvin, Tribal Secretary

Date 6-17-08

Executive Offices
W9814 Airport Road P.O. Box 667 Black River Falls, WI 54615
(715) 284-9343 Fax (715) 284-3172 (800) 294-9343

DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

WHEREAS, the Native American Church, Half Moon Fire Place of Wisconsin, Inc. (the "Grantor") is the fee owner of certain land located in Town of Wittenberg, Shawano County, Wisconsin, and more particularly described by attached Exhibit A.1 ("Parcel A.1"); and

WHEREAS, the Ho-Chunk Nation (the "Grantee") is the beneficial owner of certain land adjoining the Grantor's land, also located in Town of Wittenberg, Shawano County, Wisconsin, and more particularly described by attached Exhibit A.2 ("Parcel A.2"); and

WHEREAS, the above parties are desirous of creating a permanent driveway easement for the purpose of permitting and enabling pedestrian and vehicular ingress and egress over Parcel A.1, for the benefit of Parcel A.2 (the "primary driveway").

WHEREAS, a diagram marked Exhibit B showing a portion of the above referenced parcels, the area of the primary driveway, and Grantor's "parking lot" and "secondary driveway," is attached and made a part hereof.

WHEREAS, in exchange for this driveway easement, the Grantee shall construct and maintain said primary driveway; and Grantee also shall be responsible for snow removal from the parking lot and all driveways, including primary and secondary driveways as located on Parcel A.1, according to the provisions below.

NOW, THEREFORE, good and valuable consideration having been exchanged, the parties hereby agree as follows:

1. The primary driveway easement shall permit and enable patrons, employees, and other guests of the Grantee to pass over the primary driveway in pedestrian and vehicle use.
2. Grantee shall construct and maintain an improved, blacktopped primary driveway. Grantee shall be solely responsible for the expense of said improvement and maintenance. Grantor agrees to keep the primary driveway clear and unobstructed at all times.
3. Grantee shall remove snow, as needed, from the parking lot and all driveways, including primary and secondary driveways. Except for a one-time blacktopping of the secondary driveway, Grantee shall not be responsible for any other maintenance, repair, improvement or expense with regard to the parking lot and secondary driveway.
4. This driveway easement and maintenance agreement may not be modified or amended without the written consent of both parties hereto.

5. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties and made and executed the foregoing driveway easement and maintenance agreement as of the date written below.

GRANTOR:

GRANTEE:

Native American Church, Half Moon Fire
Place of Wisconsin, Inc.
By

Ho-Chunk Nation
By Wilfrid Cleveland, President
W9814 Airport Road
Black River Falls, WI 54615

Drafted by:
Paul Rosheim
Tribal Attorney
Ho-Chunk Nation
W9814 Airport Road
Black River Falls, WI 54615

EXHIBIT A.1

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ except E 208.72 feet of W 323.72 feet of N 208.72 feet, except Highway 45, Section 4, Township 27 North, Range 11 East, containing approximately 31.5 acres, in the Town of Wittenberg, Shawano County, Wisconsin.

EXHIBIT A.2

The South 330 feet of the NE fr. $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 4, Township 27 North, Range 11 East, 4th P.M., Wisconsin, containing 10 acres, more or less, subject to valid rights-of-way of record and existing easement of record.

Exhibit B

