

State of Wisconsin
 Department of Natural Resources
 Box 7921
 Madison, WI 53707

**LAND USE AGREEMENT
 (5 Year and Under)**

Section 23.09(2)(h), Wis. Stats.
 Form 2200-118c
 Rev. 12/19/2025

THIS LAND USE AGREEMENT (Agreement) is made by and between the State of Wisconsin Department of Natural Resources (Owner) and County of Dane (Permittee).

RECITALS

WHEREAS, the Owner owns certain real property located in the **NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 9 North, Range 6 East in the Town of Mazomanie, Dane County, Wisconsin**, that is further described below and referred to in this Agreement as the "Premises";

That part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 9N, Range 6E, lying NW of the Wisconsin & Southern Railroad, in Town of Mazomanie, Dane County as described in Exhibit A;

WHEREAS, the Permittee desires to install and construct a new public driveway and parking area on the Premises as shown on the attached Exhibit A which is made a part herein; and

WHEREAS, the Owner is willing to allow installation and construction of the driveway and parking area under the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and Permittee agree to the following terms and conditions:

- Purpose.** Owner agrees that Permittee may install and construct a new public driveway and parking area on the Premises as depicted on the attached Exhibit A to provide a public parking lot for the Owner's Lower Wisconsin State Riverway.
- Parties.** The terms Owner and Permittee, when used herein, shall mean either singular or plural, as the case may be, and the provisions of this Land Use Agreement shall bind the parties mutually, as well as their employees, agents and legal representatives.
- Term.** This Agreement shall be in effect for a three (3) year period commencing May 1, 2026 and ending April 30, 2029.
- Termination.** The Owner may terminate this Agreement by providing 30 days' written notice to Permittee if the Owner determines that the continued use of the Premises by the Permittee will interfere with the future

Recording Area

Return: Department of Natural Resources
 Bureau of Facilities & Land - LF/6
 P.O. Box 7921
 Madison, WI 53707-7921
 Attn: Lorie Stasik (LaTS:)

Parcel Identification Number (PIN):
 034/0906-264-8500-1

management objectives of the Owner. If the Owner determines that Permittee breached any term or condition contained in this Agreement, Owner may terminate the Agreement immediately.

5. **Maintenance.** The Permittee shall maintain the Premises in a safe condition at all times.
6. **Parking or Storage.** The Permittee and its contractors and/or assigns shall be allowed to park and store vehicles and/or equipment on the Premises throughout construction of the project at a location acceptable to the Owner. The Permittee shall be responsible for in-kind restoration of any areas that are damaged as a result of parking vehicles or equipment anywhere within the Premises.
7. **Construction.** The Permittee has submitted for approval to the Owner a plan describing the intended placement or construction of items on the Premises. No deviations from this approved plan shall be allowed except with the prior written approval of the Owner. Within ten (10) days after the termination of this Agreement, the Permittee shall remove all unpermitted structures placed on the Premises. If the Permittee's structures remain on the property more than 10 days after termination, (1) title to the structure(s) shall vest in the Owner, or (2) the Owner may remove the structure and the Permittee shall reimburse Owner for all removal costs within thirty (30) days of billing.
8. **Signage.** Any signs, postings and other markers proposed by Permittee to be located on the Premises shall be approved by the Owner prior to placement.
9. **Vegetative Management.** Permittee will mark trees 6" or greater that are proposed for removal to allow construction of the Trailhead for field review and approval by Owner, except for dead and down trees may be removed without such written approval. All stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Owner. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at Pesticides Policy | FSC Connect or supplied by Owner. Permittee shall report to the Owner at least annually, the chemicals that are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.
10. **Public Use.** The Permittee understands that the Premises are open to the public. The Premises are open for use to all members of the general public without regard to race, creed, marital status, color, sex, national origin, age, handicap, ancestry, sexual orientation, arrest record or conviction record.
11. **Liability.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, contractors, 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, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
12. **Prohibitions.** The Permittee shall not allow grazing on the Premises. The Permittee shall not disturb or harass wildlife or disturb wildlife habitat on the Premises.

13. **NR 45 Enforcement.** The Owner retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
14. **Hunting and Fishing.** This Agreement does not give the Permittee, its guests, members or agents, any rights pertaining to hunting, fishing, or trapping. These rights remain under the control of the State of Wisconsin.
15. **Renewal.** This Agreement may be extended for two (2) years at the Owner's sole discretion. If Permittee seeks a renewal based on the same terms and conditions and fee, it must submit a written request to the Owner at least 90 days prior to the expiration of this Agreement.
16. **Non-Discrimination.**
 - a) In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental handicap as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
 - b) If the Permittee employs 50 or more employees and engages in work on the Premises that is estimated to cost fifty thousand dollars (\$50,000) or more, Permittee acknowledges they have a written affirmative action plan in place and upon request will provide it to the Owner.
17. **Entire Agreement.** This Agreement, together with the specifications in any required plan and its referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by an amendment to this Agreement or other written documentation, signed by both parties at least 30 days prior to the ending date of this Agreement.
18. **Notices.** With the exception of emergency notice provided to the Property Manager, all notices or other writings this Agreement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or through regular commercially available overnight delivery service with proof of delivery as follows:
 - a) To the Owner: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, P.O. Box 7921, Madison, WI 53707-7921.
 - b) To the Permittee: Dane County Real Estate Coordinator, 5201 Fen Oak Drive, Rm. 208, Madison, WI 53718.
19. **Invalidity.** If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, 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.
20. **Enforcement.** It is intended that this Agreement shall be construed as being adequate and legally enforceable. Enforcement of this Agreement 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 Agreement, either to restrain or prevent the violation or to obtain any other relief.

21. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
22. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
23. **Additional Conditions.** Additional terms and conditions that apply to this Agreement are enumerated below:
 - a) **Obligations of the Owner**
 1. The Owner represents that it has made reasonable inquiry and has no reason to believe that hazardous waste, noxious waste, or any other waste exists that would inhibit the ability of the Permittee to possess and improve the Premises as contemplated by this Agreement. If, however, such prohibitive conditions are discovered, either the Owner or the Permittee shall take all steps reasonably necessary to remove such conditions, or if the parties agree the intent of this Agreement is frustrated by that condition the Agreement shall terminate.
 2. Upon completion of construction, the Owner shall assume complete responsibility for operation, maintenance, and repair of the driveway and parking lot.
 - b) **Obligations of the Permittee.**
 1. The Permittee shall develop a driveway and parking lot on the Premises as shown on Exhibit A. The Permittee shall restore the remainder of the Premises to its original condition upon completion of construction.
 2. The Permittee agrees to provide an updated timeline routinely throughout the project's design and construction phases.
 3. The Permittee will be responsible for construction oversight and coordination and will provide opportunity for Owner input.
 4. All development, installation and construction will comply with all applicable state and federal laws, including State of Wisconsin Department of Administration engineering and construction standards.
 5. The Permittee shall secure and comply with all federal, state and local permits and licenses required for the construction of the driveway and parking lot including, without limitation, zoning, building, health, environmental permits or licenses. The Permittee shall be liable for any and all fines or penalties that may be levied for the Permittee's failure to procure or to comply with such permits or licenses, and the Permittee shall pay any remedial costs to cure violations of federal, state, or local laws. The Owner agrees to cooperate with the Permittee in securing any such permits or licenses by providing information and data upon request.
 6. Upon completion of construction, the Permittee has no obligation to operate, maintain, or repair the driveway or parking lot.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Permittee and Owner hereby accept and consent to the terms and conditions of this Agreement.

* Scott McDonell, County Clerk
Permittee

Date

State of Wisconsin
Department of Natural Resources
For the Secretary

*
Program Signatory

Date

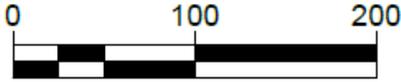
*
Real Estate Specialist

Date

*please print name

Exhibit A

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, T9N, R6E, Town of Mazomanie, Dane County, Wisconsin, more particularly described as follows:
Commencing at the East Quarter Corner of said Section 26; thence S87°51'18"W, 1861.59 feet to the Point of Beginning; thence S28°48'30"W, 35.00 feet; thence N61°11'30"W, 299.54 feet; thence N28°48'30"E, 50.00 feet; thence S61°11'30"E, 116.53 feet; thence S28°48'30"W, 15.00 feet; thence S61°11'30"E, 183.01 feet to the Point of Beginning.
Containing 12,231 square feet of 0.281 acres, more or less.



BEARINGS ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), DANE COUNTY, NAD83 (2011). THE EAST LINE OF THE NE 1/4 OF SECTION 26 BEARS N00°19'44"W.

TOWN

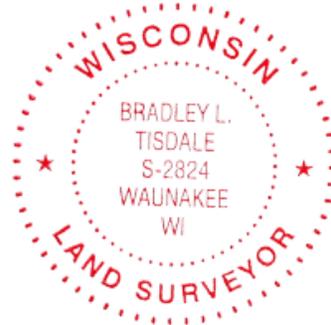
WI DNR
TAX ID: 0906-264-8500-1

WISCONSIN & SOUTHERN RAILROAD
APPROX. END OF RR TRACKS

GRAVEL LOT LIMITS

TRAILHEAD SIGNAGE

GRADING LIMITS



WI DNR
TAX ID: 0906-261-9000-7

OF

APPROXIMATE NORTH LINE OF SE 1/4 OF SECTION 26

WISCONSIN DEPARTMENT OF TRANSPORTATION
(WALKING IRON TRAIL)

MAZOMANIE

STH 78

NE CORNER SECTION 26
FOUND DANE CO. ALUMINUM MON.

E 1/4 CORNER SECTION 26
FOUND #10 SOLID BAR

N00°19'44"W 2624.29'

I, Bradley L. Tisdale, Professional Land Surveyor S-2824, do hereby certify that I have surveyed and mapped the herein described property to the best of my knowledge and belief and that this map is a true and correct representation thereof and that I have complied with Wisconsin Administrative Code AE-7.

02/04/2026
DATE

Bradley L. Tisdale, S-2824
PROFESSIONAL LAND SURVEYOR



WI DNR
WALKING IRON TRAIL
DANE COUNTY, WISCONSIN

PARKING LOT LUA EXHIBIT

PROJECT NO.
5066-00-79
9467
1 OF 2