

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

**LAND USE AGREEMENT
(Over 5 Years)**

Section 23.09(2)(h), Wis. Stats.
Form 2200-118c
Rev. 12/2021

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

RECITALS

WHEREAS, the Owner owns certain real property located in the **SE ¼ of the SE ¼ and the SW ¼ of the SE ¼ of Section 36, Town 8 North, Range 8 East, Town of Springfield, Dane County, Wisconsin**, that is further described below and referred to in this Agreement as the Premises;

Those areas of the SE ¼ of the SE ¼ and the SW ¼ of the SE ¼ of Section 36, Town 8 North, Range 8 East, Town of Springfield, Dane County, Wisconsin as further depicted on Exhibit A.

WHEREAS, the Permittee desires to provide natural resource management of the Premises which shall include but not be limited to habitat work, trail maintenance and replacement and/or repair of a viewing platform; and

WHEREAS, the Owner is willing to allow the aforementioned resource management duties under the terms of this Agreement.

AGREEMENT

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

1. **Purpose.** Owner agrees that Permittee may provide natural resource management of the Premises which shall include but not be limited to habitat work, trail maintenance and replacement and/or repair of a viewing platform.
2. **Parties.** See Paragraph 24.b) below.
3. **Term.** This Agreement shall be in effect for a fifteen (15) year period commencing October 1, 2023 and ending September 30, 2038.
4. **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 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.

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Land - LF/6
P.O. Box 7921
Madison, WI 53707-7921
(LU 7284)

Parcel Identification Number (PIN):
080836497004, 080836492009

5. **Non-Assignment.** Neither this Agreement nor any right or duty in whole or in part by the Permittee under this Agreement may be assigned, delegated or subcontracted without the prior written consent of the Owner.
6. **Maintenance.** The Permittee shall maintain the Premises in a safe condition at all times.
7. **No Parking or Storage.** The Permittee shall not park or store any vehicles or equipment on the Premises at any time unless prior written approval is obtained from Owner.
8. **Construction.** The Permittee has or shall submit for approval to the Owner a plan describing the intended placement or construction of any 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 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.
9. **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.
10. **Vegetative Management.** See Paragraph 24.a) below.
11. **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.
12. **Indemnity.** The Permittee agrees to save, keep harmless, defend and indemnify the Owner and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Agreement or with any actions or omissions of Permittee's employees, agents or representatives.
13. **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.
14. **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.
15. **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.
16. **Renewal.** This Agreement may be extended for two 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.
17. **Non-Discrimination.**
 - a) In connection with the performance of work under this Agreement, the Permittee 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 Permittee further agrees to take affirmative action to ensure equal employment opportunities. The Permittee 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.
18. **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.
 19. **Notices.** All notices to either the Owner or the Permittee shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party to the address listed below or to the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
 - a) To the Owner: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 South Webster Street, Madison, WI 53707.
 - b) To the Permittee: Chris James, Dane County Parks Senior Landscape Architect, 5201 Fen Oak Drive, Rm. 208, Madison, WI 53718.
 20. **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.
 21. **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.
 22. **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.
 23. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
 24. **Additional Conditions.** Additional terms and conditions that apply to this Agreement are enumerated below:
 - a) Paragraph 10 is hereby amended to state the following:

Vegetative Management. The Premises will be managed for native vegetation. Permittee may remove non-native/invasive plant species. 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's Property Manager. 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.

b) Paragraph 2 is hereby amended to state the following:

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, including the Permittee's volunteers, and legal representatives.

c) Nothing in this Agreement diminishes Owner's authority and duty to manage the Premises. Permittee's rights granted herein do not supersede those of the Owner.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed on its behalf this _____ day of _____, 2023.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____(SEAL)
Terry H. Bay
Bureau Director - Facilities and Lands

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2023, the above named Terry H. Bay, Bureau Director for Facilities and Lands, 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.

Aubrey F. Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

IN WITNESS WHEREOF, the Permittee has caused this Agreement to be executed on its behalf this _____ day of _____, 2023.

Dane County

By _____(SEAL)
Scott McDonell, County Clerk
Permittee

State of _____)
) ss.
_____ County)

Personally appeared before me this____ day of _____,2023, the above named Scott McDonell, Dane County Clerk, to me known to be the person who executed the foregoing instrument and acknowledged the same as and for the act and deed of the Grantee.

*
Notary Public, State of _____
My commission (expires) (is) _____

*Please print names

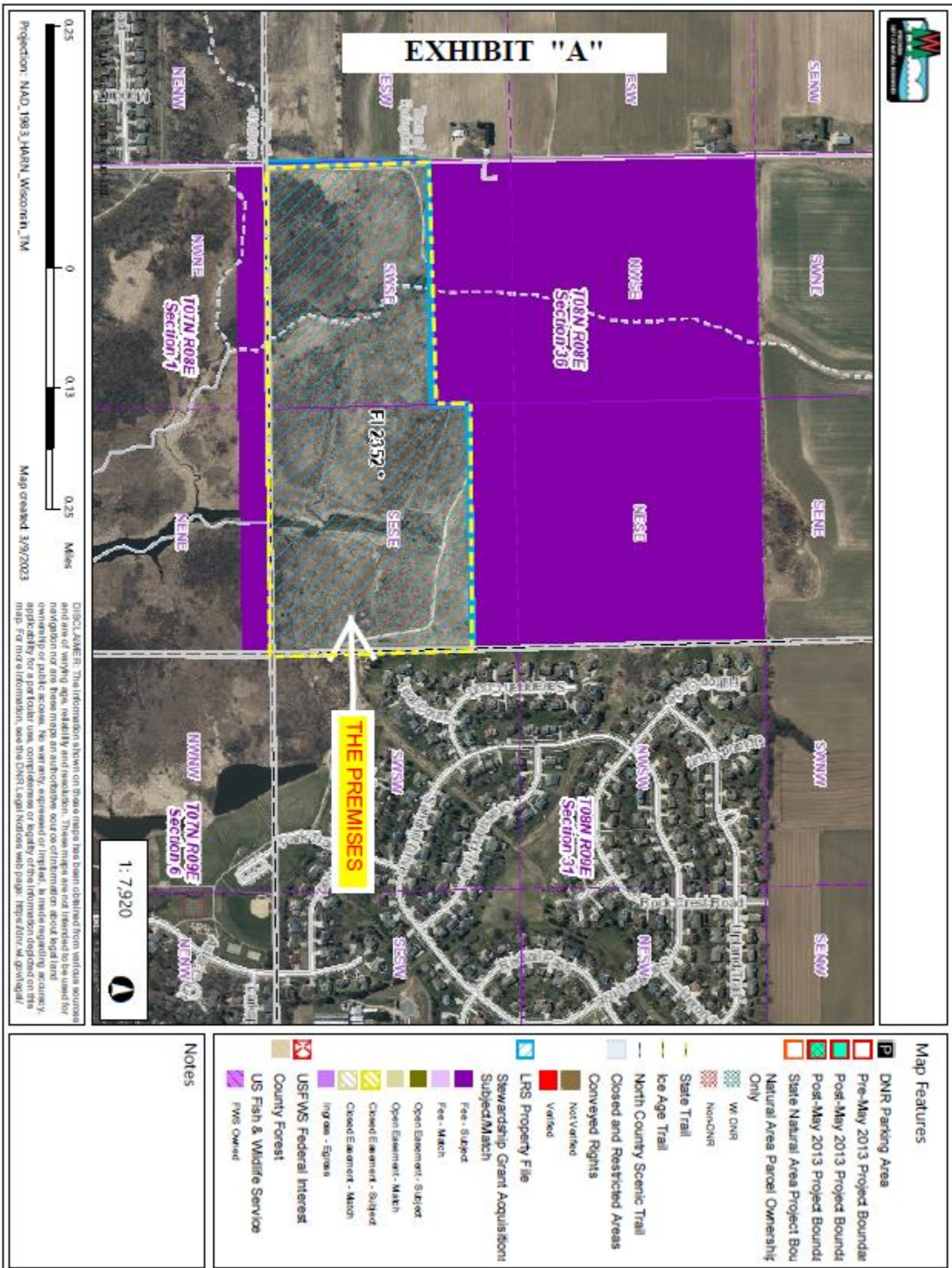


EXHIBIT "A"



0.25
0
0.13
0.25 Miles
Map created 3/9/2023
Projection: NAD 1983, MGRS, Wisconsin, TM

DISCLAIMER: The information shown on this map has been obtained from various sources and the accuracy, reliability and resolution. These maps are not intended to be used for navigation nor are they maps or other information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness or quality of the information depicted on this map. For more information, see the DNR Legal Notice web page: <https://dnr.wisconsin.gov/legal/>

THE PREMISES

1:7,920

Map Features

- DNR Parking Area
- Pre-May 2013 Project Boundar
- Post-May 2013 Project Boundar
- Post-May 2013 Project Boundar
- State Natural Area Project Bou
- Natural Area Parcel Ownershif
- Only
- W DNR
- Non-DNR
- State Trail
- Ice Age Trail
- North Country Scenic Trail
- Closed and Restricted Areas
- Conveyed Rights
- Not Valued
- Varied
- LRS Property File
- Stewardship Grant Acquisition
- Subject/Match
- Fee Subject
- Fee Match
- Open Element - Subject
- Open Element - Match
- Closed Element - Subject
- Closed Element - Match
- Ingress - Egress
- USFWS Federal Interest
- County Forest
- US Fish & Wildlife Service
- PWS Owned

Notes