State of Wisconsin **LAND USE AGREEMENT**

Department of Natural Resources Section 23.09(2), Wisconsin Statutes

Box 7921 Form 2200-118 Rev. 5-03

Madison, Wisconsin 53707

TO WHOM IT MAY CONCERN:

This agreement, made this       day of      , 20     , by and between the State of Wisconsin Department of Natural Resources (Owner), and  , (Permittee) to enter upon and use the following described property located , in County, Wisconsin.

See the attached certified survey map for outlot # 1 to be incorporated in the plan identified in # 3 below.

for the purpose of . In order to accomplish this purpose the Permittee intends to place or construct the following items on the above-described land:

This agreement shall be in effect for a       commencing the       day of      , 20     , and ending the       day of      , 20     , for . This agreement may be renewed for additional Five (5) year periods by mutual consent of the Owner and Permittee.

It is understood by the Owner and the Permittee that this agreement is subject to the following conditions:

1. The Owner may terminate this agreement by written notice if the continued use of this land by the Permittee will interfere with present or future management objectives of the Owner for the above-described area, or the Permittee breaches any terms or condition contained in this agreement.
2. 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 written consent of the Owner.
3. Prior to the effective date of this agreement, the Permittee shall submit for approval to the Owner a plan describing the intended placement and construction of any items on the subject lands. No deviations from this plan shall be allowed except with the prior approval of the Owner. Within ten (10) days after the termination of this agreement, the Permittee shall remove all structures placed on the subject property. If the Permittee's structures remain on the property after 10 days, (1) title to the structure shall vest in the Owner or (2) the Owner may remove the structure and the Permittee shall be responsible for all costs thereof. This Land Use Agreement is contingent upon the owner’s approval of the plan.
4. All stumps, slash, waste materials and other debris shall be disposed of by the Permittee as directed by the Owner. No cutting or trimming of trees shall be done unless approved by the Owner.
5. All signs, postings and other markers shall be approved by the Owner Prior to placement.
6. The Permittee shall maintain the area under this agreement in a safe condition at all times. The Permittee understands that the property is open to the public.
7. 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 omissions of Permittee's employees, agents or representatives.
8. This agreement does not give the Permittee, its members or agents, any rights pertaining to hunting, fishing, or trapping. These rights remain under the control of the State of Wisconsin.
9. The area covered by this agreement is 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.
10. 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 disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record 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 a conspicuous place available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. Agreements estimated to be ten thousand dollars ($10,000) or more require the submission of a written affirmative action plan. Permittees with an annual work force of less than ten employees are exempted from this requirement.
11. This agreement, together with the specifications in the required plan and 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.
12. The terms Grantor and Grantee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.
13. Additional conditions specifically pertinent to this agreed land use will be valid if enumerated in the space provided between this condition and closing signatures on the following page. Every such addition will be initiated by the Permittee and the Owner:

AGREED to this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

State of Wisconsin

Department of Natural Resources

 For the Secretary

By

STATE OF WISCONSIN )

 ) ss

 COUNTY )

Personally appeared before me this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, the above named to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

 \*

 Notary Public, State of Wisconsin

 My commission (expires) (is)

AGREED to this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Permittee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Permittee)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name Name

STATE OF WISCONSIN )

 ) ss

 COUNTY )

Personally appeared before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, the above named

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

 \*

 Notary Public, State of Wisconsin

 My commission (expires) (is)

THIS INSTRUMENT WAS DRAFTED BY:

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES